



Coeur d'Alene

CITY COUNCIL MEETING

January 5, 2016

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members 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

December 15, 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 December 15, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Paul Van Noy with Candlelight Church provided the invocation.

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

LEVEE CERTIFICATION UPDATE– NORTHWEST BOULEVARD PRESENTATION: Engineering Services Director Gordon Dobler updated the Council on the last phase of the Levee Certification that included the need to remove trees on Northwest Boulevard in front of the North Idaho Museum. This came about due to the construction of the required FEMA wall near the Museum. The old FEMA wall was on the south side of the Museum and cannot be replaced across the road due to utilities in the street. Therefore, the new wall approved by FEMA will be behind the sidewalk in front of the Museum. He estimated 10 trees would have to be removed to accommodate the wall. They are working to retain a vegetative strip next to the sidewalk. Mr. Dobler expects the project to start in April or May and finish before Ironman. Once the wall is installed, the City can expect certification in the fall. Councilmember McEvers asked why the City could not use the same style fence as used along the seawall. Mr. Dobler explained that FEMA requirements are different from the Army Corps. Based on elevation of the area around the Museum, FEMA would not allow the old wall style. Councilmember Edinger expressed frustration with the requirement from FEMA without any additional funding. Councilmember Gookin said he was concerned about tree removal, but understands there are no other options due to FEMA requirements. Mr. Dobler explained that there will be a fee in lieu of replacing the trees and the Urban Forestry Committee will determine an appropriate location for the replacement trees. Councilmember Miller requested Mr. Dobler to make additional efforts to inform the public regarding the tree removal.

WIND STORM UPDATE PRESENTATION: Police Chief White and Fire Chief Gabriel presented information regarding the recent windstorm and emergency response. Chief Gabriel thanked the Street and Parks Departments for their response. He noted that emergency services began receiving calls on November 17, 2015 at approximately 1:47 p.m. and concluded at 2:21 a.m. They had to prioritize what were urgent 911 calls and what was not and could not respond to every electrical line down call. The emergency operations center was open through the event and throughout the next day. Tree removal could not occur during the storm, as it was unsafe for staff. Chief Gabriel noted that the Street Department starting getting calls around 4:15 p.m. the day of the event and had all trees clear by 2:30 p.m. the next day, which included 139 trees from streets and 9 in alleys. The Police Department noted 12 damaged structures by 5:30 p.m. The Police Department also called in additional staff that aided in getting a good assessment of closed streets and open emergency routes. There were 126 calls for service by 9:00 p.m., handled by 16 officers.

Chief White presented lessons learned, which included a need to find alternative methods of notification as power was lost, so television broadcast was not effective. Social media appears to be one of the best resources. The School District 271 message system also worked great for those that have children within the District. They learned that the Nixel system does not have enough Coeur d'Alene resident subscribers. Since the storm, they have reactivated an idea about a multi-agency coordination center (MACC). He explained that a MACC is basically a room where all the decision makers for each agency/department gather to coordinate activities and respond appropriately and insure that there is not a duplication of efforts. On December 9, 2015, another expected storm event gave public safety staff an opportunity to test the capabilities and identify needed equipment. Chief White noted that the County's emergency management team was helpful in coordinating after-event items.

Councilmember McEvers asked if mutual aid falls apart in the midst of an event. Chief Gabriel clarified that when the City is overwhelmed, they would not be able to help outside of the City. Councilmember Gookin said that he visited the MACC and had concerns regarding notification to people that are not computer savvy and wondered if they considered use of AM radio. Chief White felt that radio notification would be an option during a preplanned event. Chief Gabriel noted that the press releases are sent to all media, including KVNI Radio, and that he will ask if they can broadcast the alerts on an AM station. He also noted that Police and Fire have a shared radio frequency; however, the Street Department staff does not. Chief White explained they would have to operate a secondary radio channel and purchase radios and software. He felt that it would not always help expedite matters, as the MACC would include a Street Department staff person, who could better liaison to their staff. Taking an officer away from their emergency radio frequency causes other potential problems. Chief White noted that other agencies he has worked with had this capability and never used it because of the need for police officers to stay on the emergency radio frequency. Administrative staff are the best people to pass along the information, which can be done from the MACC. Councilmember Gookin said he talked to the Engineering Department who noted that they could provide battery backups for key intersection lights. Chief White thought that would be great to identify the most important intersections for battery backups. Councilmember Gookin noted that he is very proud of how the City officials handled this storm and is glad they are working together.

CONSENT CALENDAR: Motion by Miller, second by Adams, to approve the consent calendar.

1. Approval of Council Minutes for December 1, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for December 21, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of Public Hearing for January 19, 2016: ZC-5-15 - (Quasi-Judicial) Ron Ayers: 1808 Northwest Blvd.; Proposed zone change from R-17 to C-17
5. Setting of Public Hearing for February 2, 2016: A-3-15 - (Legislative) Harmony Homes, LLC: 2810 & 2960 W. Prairie Avenue; Proposed annexation from County Agricultural to City R-8
6. Approval of Annual Road and Street Finance Report for year ending September 30, 2015
7. **Resolution No. 15-067** - 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 S-5-14, APPROVAL OF THE FINAL PLAT, SUBDIVISION AGREEMENT & SECURITY, PARTIAL ACCEPTANCE OF IMPROVEMENTS, AND MAINTENANCE/WARRANTY AGREEMENT & SECURITY APPROVAL FOR THE TRAILS SUBDIVISION; APPROVING S-3-12, ACCEPTANCE OF IMPROVEMENTS AND APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT & SECURITY OF COEUR D'ALENE PLACE 25TH ADDITION; APPROVING THE DECLARATION OF SURPLUS STREET DEPARTMENT EQUIPMENT INCLUDING A 1994 CHEVROLET PICKUP, A 1998 F150, AND A 2004 F150; APPROVING AN AGREEMENT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY D/BA IGNITE CDA FOR FINANCING OF IMPROVEMENTS FOR THE FOUR CORNERS PROJECT – MULLAN ROAD; AND APPROVING AN PROFESSIONAL SERVICES AGREEMENT WITH THE IDAHO DIVISION OF BUILDING SAFETY FOR ELECTRICAL PLAN REVIEW AND INSPECTION SERVICES.

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

MAYOR AND COUNCIL COMMENTS:

Mayor Widmyer noted the passing of John McHugh, who served as a Councilmember from 1962-1969 and as Mayor from 1970-1974. He expressed condolences to his wife Mary Ann and their family.

Councilmember McEvers wished the community a Merry Christmas.

Councilmember Gookin wished the community Happy Holidays and Merry Christmas.

Mayor Widmyer read a letter from First Christian Church regarding their \$50,000 donation to the Police Department for a K-9 dog, training, and vehicle. He thanked them for their very generous donation to the City.

RESOLUTION NO. 15-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING AN INVESTMENT POLICY.

STAFF REPORT: Finance Director Troy Tymesen noted that the current investment policy was adopted in 1987 and some governmental accounting policies and procedures and state codes have changed. The primary proposed changes include state code changes and the addition of a five-year limitation on investments. After five years, the Council would need to reapprove the investment. The old policy states that the investment must be in a brick and mortar bank building within the state of Idaho, which is very limiting. He noted that he would continue to seek a better yield on investments.

MOTION: Motion by Gookin, seconded by McEvers to approve **Resolution No. 15-068**, approving an updated City investment policy.

DISCUSSION: Councilmember McEvers asked how the City has money to invest and the purpose of that investment. Mr. Tymesen explained that funds are needed at year-end to meet payroll as the City awaits the last payout of the property taxes; otherwise, the City would need to borrow money. Additionally, he explained that the City has various funds such as a very old Police Retirement Fund and the Cemetery Perpetual Care Fund.

ROLL CALL: Evans Aye; Adams Aye; Edinger Aye; Miller Aye. McEvers Aye; Gookin Aye.
Motion carried.

RESOLUTION NO. 15-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AGREEMENTS FOR MOORING DOCK; PUBLIC PARKING LOT MANAGEMENT FOR THE MCEUEN PARKING FACILITY AND 3RD STREET BOAT LAUNCH; PUBLIC PARKING LOTS MANAGEMENT; AND ON-STREET PARKING WITH DIAMOND PARKING, INC. WHOSE ADDRESS IS 605 FIRST AVENUE, SUITE 600, SEATTLE, WA. 98104-2224.

STAFF REPORT: Mr. Tymesen explained that Diamond Parking, Inc. was selected, by a subcommittee of the City's Parking Commission, as the most responsive entity to a Request for Proposal (RFP). The City has an enterprise fund entitled the "Parking Fund" that is used for these contracts. The four contracts proposed are needed to manage the city parking facilities, including moorage and on-street parking. The City has contracted with Diamond Parking, Inc., for parking services since 1992. In September of 2002, the City did a request for proposals (RFP) and Diamond Parking submitted the only proposal. The proposal included a three-year contract with two additional three-year renewals. Mr. Tymesen noted that he would be bringing forward a proposal for pay stations for Memorial Field. He noted that the pay stations are getting more use and fewer complaints. He affirmed that he is comfortable that they can create the revenue to pay for the management. Mr. Tymesen explained that he has researched the use of gates and found they do not always work as intended. In Spokane, they installed gates at the

Convention Center parking lot and set up a pay by credit card only system. They found that if cards were not accepted, people would drive through the gate, or if the gate was unresponsive while leaving, they would damage the equipment to get out. He noted that Spokane has removed the gate and changed it to a pay station system. One of the benefits of the pay stations at the McEuen parking facility is that it offers free flow exit, so no lines are forming upon exiting during large events.

MOTION: Motion by Gookin, seconded by Edinger to approve **Resolution No. 15-069**, approving agreements with Diamond Parking for enforcement services at the mooring dock; public parking lot management for the McEuen Parking Facility and 3rd Street Boat Launch; public parking lots management; and on-street parking.

DISCUSSION: Councilmember Gookin asked what options there were for the launch fee collections. Mr. Tymesen explained that collection is currently on the honor system. This contract includes management of a monthly pass, and they will work on better enforcement at the launch and look at electronic options. He noted that the City of Hayden has a good boat launch system. Councilmember Gookin asked for an update regarding collections. Mr. Tymesen confirmed the money is due to the City, that the process of collection needs to be improved, and is included in the contract. He believes that they need more teeth in the collection from repetitive non-paying offenders, such as putting a lock on the wheel for non-payment and consider raising fees. Councilmember McEvers asked for information regarding how ticket fines are collected for boat moorage. Mr. Tymesen explained that it is very difficult to find boat owners for collection. He noted that boat moorage fees collected is consistent with past years' collections. Councilmember McEvers noted that ticket fines are not consistent for boat parking, car parking and on-street parking violations. Mr. Tymesen clarified that boat and trailer parking should be a double fee as it takes two spaces. He reminded the community that the parking lot south of City Hall is still free and has boat trailer stalls. Councilmember Edinger asked how the fee is paid for launching a boat at the Third Street boat launch. Mr. Tymesen explained that there is a pay box at the launch with signage asking people to pay for launch, which is enforced by the honor system. He has asked Diamond to resolve low collections and provide options regarding how to monitor it better. Councilmember McEvers what is Diamonds incentive to ensure higher collections. Mr. Tymesen explained that there are some Federal regulations regarding commercial profit on public land so the City has to proceed cautiously. Diamond will be looking at a method to provide evidence that people have paid the launch fee.

Mayor Widmyer noted that he has utilized kiosks where the space number is entered and you do not have to take a receipt back to vehicle. He would like that type of a system at Memorial Field. He also would like staff to explore if faster internet would speed up people waiting in lines. Councilmember Evans reminded citizens that the lag time increases as more incorrect buttons are pushed. Councilmember Miller asked if staff could consider options for a drive up kiosk for the elderly and/or persons with small children. Councilmember Miller expressed concern that the agreement may not give the City more control as the only applicable clause for lack of performance is termination and/or a thirty-day notice of the parties. There are no penalties for lack of performance and no other parking contractors in the region.

Mr. Tymesen clarified that the Third Street launch is a non-commercial launch, as commercial activity is prohibited by Land and Water Conservation Fund regulations. Mayor Widmyer noted that citizens can purchase a five or seven-day parking pass for the covered parking at the McEuen Parking Facility for a reasonable fee, and it might be especially nice during the winter months for employee parking. Councilmember McEvers noted that on-street parking is only enforced until 5:00 p.m. and thought it might be good to look at extending that period.

ROLL CALL: Adams Aye; Edinger Aye; Miller Aye. McEvers Aye; Gookin Aye; Evans Aye.
Motion carried.

A-4-15 (LEGISLATIVE); KERR PROPERTIES, LLC – ZONING IN CONJUNCTION WITH ANNEXATION COUNTY AGRICULTURAL SUBURBAN/COMMERCIAL TO CITY C-17; +/- 9.8 ACRE PROPERTY LOCATED AT THE SOUTHWEST AND SOUTHEAST CORNERS OF PRAIRIE AVENUE AND RAMSEY ROAD.

STAFF REPORT: Planner Tami Stroud presented the annexation request of Kerr Family Properties, LLC for a 9.8-acre parcel, currently zoned at County Ag-suburban requesting City C-17 (Commercial) zone. She clarified the original request was for 34 acres, including 24 acres of R-8 property. The applicant withdrew the residential 24 acres and is only requesting annexation of the 9.8-acre parcel. The parcel is located near the intersection of Prairie Avenue and Ramsey Road. She presented maps demonstrating the location, land use, and area zoning. Ms. Stroud explained that the four findings that must be determined include: that this proposal is or is not in conformance with the Comprehensive Plan policies; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. She reviewed the applicable Comprehensive Plan goals and objectives related to the findings and staff recommendations.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

Applicant: Drew Dittman with Lake City Engineering stated that he was representing the property owner. He reviewed the location and the area abutting the city limits. He believes it is an infill annexation request and believes that it is in accordance with the Comprehensive Plan. He noted that this area is labeled as a transitional area. Additionally, he reviewed the existing area zoning and believes that the several nodes of existing commercial use demonstrate that this parcel is a good placement for commercial zoning. He noted that the parcel is at the intersection of two major roadways with a signalized intersection.

Dave Patzer stated that he is the owner of the property and reiterated that the only item they are working on is a gas station/convenience store. Later development might include a quick food service. The portion requested for annexation at this time allows them to move forward with development of the corner property.

Josh Priano explained that he lives at 7495 Barbie Street, which is behind the church. He was seeking information about what can and will be placed on the property. He is concerned about additional traffic on Ramsey Road, noise, lights, etc.

Applicant Rebuttal: Mr. Dittman reiterated the proposed use is currently a gas station. He noted that the City Engineer estimated 20,000 trips a day on Ramsey Road, which is under the traffic threshold for a five lane major arterial of 36,000 trips per day, which is what Ramsey Road is rated.

Public testimony closed.

DISCUSSION: Councilmember McEvers asked for clarification regarding the difference between what the Planning Commission was presented and the current request. Ms. Stroud explained that the Planning Commission recommended approval of the original request, which included the additional 24 acres. Since the applicant lowered the request, it is allowable to move forward with the Planning Commission recommendation. Councilmember McEvers asked for clarification regarding water rights on the property. Mr. Dittman explained that if there were any water rights they would likely be released in the annexation agreement. Councilmember Gookin asked if the annexation agreement would address open space/trails and parks. City Attorney Mike Gridley explained that there are certain city requirements for parkland and it would be included in the negotiations for an agreement. He clarified the agreement will come back to the Council for approval and it is appropriate for Council to let staff know what they would like included in the agreement. Councilmember Gookin asked Mr. Dittman what they plan for development of the property. Mr. Dittman noted that the existing coffee stand will stay and that they are planning a convenience store/gas station for two acres at the corner. No other plans are prepared at this time. Mayor Widmyer noted that the existing coffee stand was an allowable commercial use in the County, therefore annexing into the City at C-17 would continue an existing zoning. Councilmember McEvers felt that this was a natural progression for the area. Councilmember Gookin clarified that the allowed noise and uses for the commercial zone are different from a light manufacturing zone. Ms. Stroud also noted that buffering would be included with commercial design guidelines. Mayor Widmyer requested that Mr. Kerr keep the neighbor, Mr. Priano, apprised of the development.

MOTION: Motion by McEvers, seconded by Adams to approve the requested annexation and zoning from County Agricultural Suburban/Commercial to City C-17; +/- 9.8 acre property located at the Southwest and Southeast corners of Prairie Avenue and Ramsey Road and adopt the Findings and Orders from the Planning Commission.

ROLL CALL: Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye.
Motion carried.

MOTION: Motion by McEvers, seconded by Gookin to enter into Executive Session as provided by Idaho Code 74-206 Sections (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: Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Edinger Aye.
Motion carried.

The City Council entered into Executive Session at 7:41 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 8:00 p.m.

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

The meeting adjourned at 8:00 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC
City Clerk

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis, 4/23/15
Department Name Employee Name Date

Request made by: Jaquelyn Wells 9910 North Excell Drive Spokane 99218
Name Address Phone
509-828-0357

The request is for: Repurchase of Lot(s) Orville K & hola N Wing the City of CDA
 / Transfer of Lot(s) from

Niche(s): _____
Lot(s): 07, _____, _____, _____, _____, _____ Block: 05 Section: N

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:
Attach copy of original contract.
Vernon Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:
1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Orville R and hola N Wing
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 350.00 per lot.
Chad 10/13/15
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:
1. Quit Claim Deed(s) received: Yes / / No.
Person making request is authorized to execute the claim: MCG 10/13/15
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature Date

COUNCIL ACTION
Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:
Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

rec. Jacquelyn 11/24/15

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: December 21, 2015

FROM: Mike Becker, Wastewater Utility Project Manager

SUBJECT: 2016/2017 New Jet/Vacuum Truck Procurement (#446)

DECISION POINT: The Council is requested to authorized Staff to issue a Notice of Award for the purchase of a new 2016/2017 Jet/Vacuum Truck to Freightliner of Idaho with Freedom Truck Center, Inc.'s Bid amount of \$384,820.00.

HISTORY: The current Jet/Vacuum Truck (Big Blue) is a specialized piece of equipment scheduled for Replacement during the FY 2015/2016. This vehicle and its related equipment are used for daily sanitary sewer operations and maintenance, hydro-excavation and for emergency call-outs. Presently, Big Blue will remain with the City and be transferred to the Water Department upon delivery of the new vehicle. Bids for a new jet/vacuum truck were solicited and publically opened on December 9th.

FINANCIAL ANALYSIS: Presently, Big Blue has a trade in value of \$60,000. The table below summarizes the Bids received by the City:

Freightliner of Idaho/Freedom Truck Center:	\$ 384.820.00
HI VAC/Utility Trailer Services of Boise:	(Non Responsive Bid)

The FY 2015/2016 replacement budget for this vehicle's replacement is \$380,000 (Acct. # 031-058-4352-7515).

PERFORMANCE ANALYSIS: The bid submitted by HI VAC/Utility Trailer Services of Boise was reviewed and found to be non-responsive by both the WW Utility and the Legal Dept. Due to the necessity of this vehicle and its related equipment, it is scheduled to be ordered immediately following Council approval. The new jet/vacuum truck's estimated delivery date is sometime in May 2016.

DECISION POINT/RECOMMENDATION: The Council is requested to authorized Staff to issue a Notice of Award for the purchase of a new 2016/2017 Jet/Vacuum Truck to Freightliner of Idaho with Freedom Truck Center, Inc.'s Bid amount of \$384,820.00.

RESOLUTION NO. 16-001

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 THE PURCHASE OF A 2016/2017 NEW JET/VACUUM TRUCK PROCUREMENT FROM FREIGHTLINER OF IDAHO WITH FREEDOM TRUCK CENTER, INC.; AWARD OF BID AND APPROVAL OF AN AGREEMENT WITH SPECIALTY PUMP SERVICES, INC. FOR REHABILITATION OF THE 4TH STREET WELL; DECLARING SURPLUS - MAXX, NARCOTICS DETECTION CANINE AND TRANSFERRING OWNERSHIP TO HIS HANDER, OFFICER ANDY STERLING, INCLUDING THE REQUIRED RESIDENTIAL KENNEL, HARNESSES AND TOYS PURCHASED BY THE CITY; APPROVING AN AGREEMENT WITH SCHAFFERS TOWING, LLC AS THE CITY'S SINGLE SOURCE TOWING PROVIDER; AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COEUR D'ALENE PUBLIC LIBRARY AND THE COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE ESTABLISHMENT OF A BRANCH PUBLIC LIBRARY AT LAKE CITY HIGH SCHOOL.

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 E" and by reference made a part hereof as summarized as follows:

- A) Approving the purchase of a 2016/2017 New Jet/Vacuum Truck Procurement from Freightliner of Idaho with Freedom Truck Center, Inc.;
- B) Award of Bid and approval of an Agreement with Specialty Pump Services, Inc. for Rehabilitation of the 4th Street Well;
- C) Declaring surplus - Maxx, Narcotics Detection Canine and transferring ownership to his hander, Officer Andy Sterling, including the required residential kennel, harnesses and toys purchased by the City;
- D) Approving an Agreement with Schaffers Towing, LLC as the City's single source towing provider;
- E) Approving a Memorandum of Understanding between the Coeur d'Alene Public Library and the Coeur d'Alene School District #271 for the establishment of a branch public library at Lake City High School;

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 E" 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 5th day of January, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____

_____ was absent. Motion _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 21, 2015
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: 4th Street Well Rehabilitation Project

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DECISION POINT: Staff requests that Council authorize bid award to Specialty Pump Service as sole bidder for rehabilitation of the pump at the 4th Street Well.

HISTORY: The 4th Street well was originally hand dug in early 1960 to a depth of 210 feet with a production capacity of nearly 1500 gpm. The well was been subsequently deepened and several upgrades to the pump have been completed from 1968 through 1989 to increase production from the original 1500 gpm to nearly 3600 gpm as growth occurred in the northern part of the city and water demand dramatically increased. The pump was last removed in 1995 due to a taste and odor problem and a rubber packer was installed to seal off the upper water bearing zone in an attempt to remedy this problem. Production capacity was significantly reduced to approximately 2000 gpm as a result. Since then, the rubber packer has been deflated for the past several years and there have been no additional taste or odor problems encountered. Under a project performed in 2007, the 2000 gpm pump bowls were replaced with a new set capable of producing approximately 3000 gpm. This well was not on the radar for improvement until recent vibration problems surfaced. Staff determined it was necessary to defer the next well scheduled and investigate the problem with this well to prevent possible premature failure.

FINANCIAL ANALYSIS: The Water Department has budgeted \$71,000 through the operations and maintenance budget and no additional engineering services were required for this project. The sole base bid received is for the amount of \$46,990.00. An option was included should the existing packer be in need of replacement with a bid of \$3,630.00. A second option was included for motor replacement if deemed necessary with a bid amount of \$27,860.00. Exercising the two options would bring the total bid to \$67,950.00.

PERFORMANCE ANALYSIS: As there is concern with vibration problems, staff proposes to have the pump assembly removed, inspected and replace any undue worn parts. Options were included in the bid should the rubber packer show any damage or wear and should the vibration problem be indicated in the 400 Hp electric motor. The stainless steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. The pump bowls will be disassembled, inspected and wear rings replaced as necessary. The rubber packer will be re-installed if it is in good shape or replaced under the alternative bid if deteriorated. This will ensure that if any future taste and odor problems do reoccur, we can still control the situation. Once removal is approved to begin, staff anticipates that the project should be complete within 90 days barring any unanticipated problems such as damaged or defective existing equipment or materials.

REQUESTED ACTION: Staff requests that the Council approve award of the bid for the 4th Street Well Rehabilitation Project to Specialty Pump Service as the sole successful bidder for the total contract sum of \$67,950.00.

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Specialty Pump Service, Inc., hereinafter called the Principal, and Travelers Casualty & Surety Co. of America, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Coeur d'Alene, hereinafter called the Obligee, each in the penal sum of five (5%) percent of the total amount of the bid of the principal for the work, this sum not to exceed 5% of bid amount dollars (\$ 5% of Bid Amount) of lawful money of the United States for the payment whereof unto the Obligee, the principal, and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for the City of Coeur d'Alene Water Department water meter replacements.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee (1) the full penal sum thereof to be applied against the expenses of preparation and printing of the plans and specifications, estimates of costs and publication of notice, and (2) the difference in money between the total amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 9th day of December, 2015.

(SEAL)

James J. Succi
PRINCIPAL

James J. Succi
SIGNATURE OF PRINCIPAL

President.
TITLE OF SIGNATORY

Travelers/Casualty & Surety Company of America

(SEAL)

[Signature]
SURETY

Zac Wheat
SIGNATURE FOR SURETY

Zac Wheat, Attorney-in-Fact

TITLE OF SIGNATORY



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225825

Certificate No. 005275091

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dave N. Wheat, Tena Wheat, Kathy Whipple, Stacy Breithaupt, Derek Collett, Zac Wheat, Pat McNamara, and Shellie Duncan

of the City of Spokane, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of November, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of November, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

BID PROPOSAL
4TH STREET WELL REHABILITATION
for

City of Coeur d'Alene

From: Specialty Pump Service Inc.

To: The Honorable Mayor and Council

Date: 12/10/15

Location: City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Bid Documents to perform the WORK as specified or indicated in said Bid Documents.

2. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those in the Notice of Advertisement for Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the Notice of Advertisement for Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice of Advertisement for Bids and the Instructions to Bidders.

4. Bidder has examined copies of all the Bid Documents including addenda (if any receipt of all of which is hereby acknowledged).

5. Bidder is familiar with the nature and extent of the Bid Documents, locality, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, and progress and has made such independent investigations, as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Proposal said Bidder further agrees to complete the WORK required under the Bid Documents, and to accept in full payment therefore the Bid Price based on the Total Bid Price(s) named in the afore-mentioned Bidding Schedule(s).

ADDENDA ACKNOWLEDGMENT

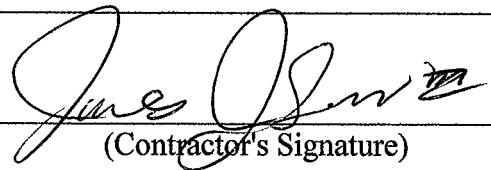
ADDENDUM NO.

SUBJECT

DATE

_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

12/10/15
(Date)


(Contractor's Signature)

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him:

Bidder (state whether business is a Corporation, a partnership, or an Individual)

Specialty Pump Service Inc.

ID DWCS#
PWC-C-15754-C-4

Bidder's Address:

4712 S Thor
Spokane, WA 99223

State of Incorporation:

Washington

Bidder's Phone Number: 509-534-3382

Corporate Address:

4712 S Thor
Spokane, WA 99223

Bidder's Fax Number: Same

Dated: 12/10/15

Signature:

James J. Succi III

(SEAL)

Name of Authorizing Official:

James J. Succi III

Title: President

Attested By:

Shannon L Stone

Title: Notary

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
):ss
County of Kootenai)

James J Socci, being first duly sworn, deposes and says that he is James J Socci in conformance with Idaho Code 63-15-2; affiant states that James J Socci has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable now due or delinquent including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this 10 day of December, 2015.

Subscribed and sworn to before me this 10 day of December, 2015.



Shannon L Stone
Notary Public for State of Idaho Washington
Residing at: Spokane
My Commission expires: 8-22-2019

AFFIDAVIT OF QUALIFICATIONS

The Bidder is required to fill out this form completely and submit it with the Bid Proposal. Use additional sheets if necessary.

STATE OF WA.)
COUNTY OF Spokane) ss.

COMES NOW, James J Succi ^{DA}, being duly sworn, states
as follows:

James J Succi ^{DA}

FINANCIAL

1. Have you ever failed to complete a contract on account of insufficient resources?
NO

If yes, please explain:

2. Will any portion of the work be financed by a financial institution or other entity?
NO If so, by whom? _____

What amount will be financed? _____

3. Have you ever been denied a bond for a construction project? NO

If yes, please explain:

4. Have you made arrangements with a surety company authorized to do business in Idaho to provide the required bonds? yes

If yes, with what company?

Wheat & ASSA Travelers

Do you understand that your bond must be approved by the City Attorney?

yes

EXPERIENCE

1. List below the last four (4) public contracts for commercial buildings over \$100,000 you have performed. Please include the agency, a contact person, and a phone number. Indicate your latest project.

If you have not worked for a public agency in the area, list the last four (4) projects you have had.

DESCRIPTION OF PROJECT	AGENCY	CONTACT PERSON	TELEPHONE #
<u>Landings Well</u> Rehab New	City of CDA.	Terry Pickel	208-769-2211
<u>City of Moscow</u> well # 6 Rehab	City of moscow	mike	208-883-7109
<u>City of Cheney</u> Well #2 Rehab,	City of Cheney	Dan	509-498-9293
<u>City of Moscow</u> well # 8 Rehab	City of Moscow	Mike	208-883-7109

2. List the name and qualifications of the project superintendent you propose to use on this project.

Name: Jim Socci

How long with company? 15 years

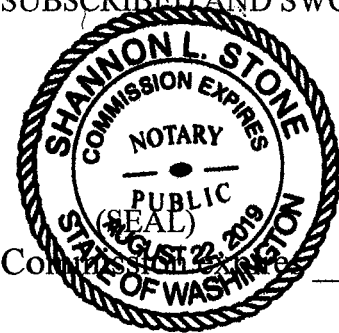
How long as superintendent? 15 years

Previous employer: Dickerson Pump & Irr.

How long with previous employer? 13 years.

James J. [Signature]
SIGNATURE OF OFFICER

SUBSCRIBED AND SWORN to before me this 10 day of December, 2015



Shannon L. Stone
Notary Public for ~~Idaho~~ Washington
Residing at Spokane

Commission Expires 8-22-2019

NON-COLLUSION AFFIDAVIT

(THIS FORM TO BE EXECUTED BY EACH BIDDER AND SUBMITTED WITH BID)

State of Wa.)
County of Spokane) ss.

James J. Soccia, being first duly sworn, deposes and says that ~~he~~ she is President (sole owner, a partner, president, secretary, etc.)

of Specialty Pump Service Inc., the party making the foregoing bid, that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or of any other bidder, nor to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted its bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, not paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: [Signature]
Title: President.

Subscribed and sworn to before me this 10 day of December, 20 15.



[Signature]
Notary Public in and for the State
of Washington
Residing at: Spokane
My Commission expires: 8-22-2019

BASE BID SCHEDULE

PAY ITEM NO.	ITEM DESCRIPTION	EST QNT	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID - WATER DEPT. 4 TH ST. WELL REHABILITATION					
1.	REMOVE / INSTALL MOTOR, PUMP & EQUIPMENT	1	LS	\$3200. ⁰⁰	\$3200. ⁰⁰
2.	REMOVAL, CLEANING, INSPECTION, AND INSTALLATION OF 12" COLUMN PIPES.	24	LS	\$786. ⁸⁰	\$18,680. ⁰⁰
3.	REMOVAL, CLEANING AND INSPECTION OF 10' x 2 3/16" AISI 416 STAINLESS STEEL SHAFT AND COUPLINGS	24	EA	\$150. ⁰⁰	\$3600. ⁰⁰
4.	REMOVAL, CLEANING AND INSPECTION OF 5' x 2 3/16" AISI 416 STAINLESS STEEL SHAFT AND COUPLINGS	2	EA	\$150. ⁰⁰	\$300. ⁰⁰
5.	REMOVAL, CLEANING AND INSPECTION OF SPIDERS BEARINGS, AND INSTALLATION OF NEW BEARINGS.	24	EA	\$125. ⁰⁰	\$3000. ⁰⁰
6.	REMOVAL, CLEANING AND INSPECTION OF EXISTING PUMP BOWL ASSEMBLY FOR REPAIR OR REPLACEMENT CAPABLE OF 3000 GPM AT 361' TDH	1	EA	\$2100. ⁰⁰	\$2100. ⁰⁰
7.	REMOVAL, CLEANING AND INSPECTION OF EXISTING 2 3/16" AISI 416 STAINLESS STEEL HEAD SHAFT	1	EA	\$200. ⁰⁰	\$200. ⁰⁰
8.	INSPECTION AND REPLACEMENT OF BEARINGS FOR 400 HP GE MOTOR	1	LS	\$6900. ⁰⁰	\$6900. ⁰⁰
9.	REMOVAL, CLEANING, INSPECTION, AND INSTALLATION OF RUBBER PACKER	1	LS	\$2700. ⁰⁰	\$2700. ⁰⁰
10.	VIDEO INSPECTION OF WELL CASING(S) AND WELL SCREEN(S) FOR STRUCTURAL INTEGRITY USING COLOR CAPABLE VIDEO EQUIPMENT.	1	LS	\$2000. ⁰⁰	\$2000. ⁰⁰
11.	REPLACEMENT OF 1" TRANSDUCER TUBING AND AN ADDITIONAL 5/16" DIAMETER AIR LINE FOR THE RUBBER PACKER	1	LS	\$1260. ⁰⁰	\$1260. ⁰⁰
12.	CHLORINATE WELL, PUMP EQUIPMENT AND LINES, AND PUMP TO WASTE. CITY TO ACQUIRE BAC-T SAMPLE	1	LS	\$1375. ⁰⁰	\$1375. ⁰⁰
13.	START UP SERVICES TO INCLUDE FINAL CONNECTIONS, TESTING AND DOCUMENTATION	1	LS	\$1675. ⁰⁰	\$1675. ⁰⁰

TOTAL BASE BID Forty Six Thousand Nine
Hundred Ninty Dollars & $\frac{00}{100}$ cents. (\$46,990.00)
 (use words)

ALTERNATIVE BID SCHEDULE #1

B.1	REMOVAL, REPLACEMENT, AND INSTALLATION OF WELL SEAL BLADDER(S) IN LIEU OF ITEM #A.9	1	LS	\$3630.00	\$3630.00
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TOTAL OPTIONAL BID Forty Seven Thousand Nine
Hundred Twenty Dollars & $\frac{00}{100}$ cents. (\$47,920.00)
 (use words)

ALTERNATIVE BID SCHEDULE #2

B.2	REPLACEMENT AND INSTALLATION OF NEW 400HP PREMIUM EFFICIENCY MOTOR(S) IN LIEU OF #A.8	1	LS	\$27860.00	\$27860.00
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TOTAL OPTIONAL BID Sixty Seven Thousand Nine
Hundred Fifty Dollars & $\frac{00}{100}$ cents (\$67,950.00)
 (use words)

CONTRACT

THIS CONTRACT, made and entered into this 5th day of January, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **SPECIALTY PUMP SERVICE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor, Spokane, WA 99223, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 4th Street Well Rehabilitation Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

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

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed **Sixty-Seven Thousand Nine Hundred Fifty Dollars and No/100's (\$67,950.00)**, as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79).

The CONTRACTOR shall complete all work and be ready for final acceptance within **NINETY (90) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary to build and install the Water Department modular administrative building fully operational and inhabitable within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$250.00** per calendar day, which sums shall not be construed as a penalty.

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

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

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply with all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

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

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

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

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

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CONTRACTOR:

SPECIALTY PUMP SERVICE, INC

By: _____
James J. Socci, President

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5th day of January, 2016, 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 WASHINGTON)
) ss.
County of _____)

On this ___ day of January, 2016, before me, a Notary Public, personally appeared **James J. Soggi** and _____, known to me to be the President and _____, of **SPECIALTY PUMP SERVICE, INC**, and the persons 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 Washington
Residing at _____
My Commission Expires: _____

CITY COUNCIL
STAFF REPORT

DATE: November 3, 2015
FROM: Lee White, Chief of Police
SUBJECT: Police Department Canine Surplus

Decision Point

Should the City Council approve the request of the Police Department to surplus Maxx, a Narcotics Detection Canine, and transfer ownership to his handler, Officer Andy Sterling, which would also include the required residential kennel, harnesses and toys purchased by the City.

History

Maxx is a Police Department's police canine and was trained as a "Narcotics Detection Canine". Maxx is 10 ½ year old German Shepherd and started his service with the department in 2007 when he was 2 1/2 years old. Maxx's handlers were Officer Paull, Officer Knisley, and Officer Sterling.

In October 2014, during Maxx's annual veterinarian exam the veterinarian estimated, based on Maxx's health and age, Maxx would have approximately 1 to 2 years left as a patrol canine. During the summer months of 2015, Maxx's health deteriorated because of stomach problems and was seen by the veterinarian several times. Based on Maxx's age and current physical condition, it is recommended that Maxx be retired from service duty, which the Police Department is also recommending. The retirement of Maxx will also prevent additional medical costs incurred by the City which may occur due to future injury or other medical conditions. Due to the unique and emotional bond between a canine and handler, the Police Department recommends that Maxx be retired from service and ownership transferred to Officer Andy Sterling for no monetary exchange after Officer Sterling waives any liability and releases the City of Coeur d'Alene from any and all liability or responsibility for the canine.

Financial Impact

None.

Decision Point:

Staff recommends the City Council approve the request of the Police Department to surplus Maxx, a Narcotics Detection Canine, and transfer ownership to his handler, Officer Andy Sterling, including the required residential kennel, harnesses and toys purchased by the City.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: December 4, 2015 2015

From: Steve Childers

Subject: Request for Proposal – Single Source Towing Provider

Decision Point: Authorization to enter into an agreement with Schaffer’s LLC as our single source-towing provider for the City of Coeur d’Alene.

History: Prior to August 2002, the City of Coeur d’Alene had employed a rotational tow truck policy to address the vehicle towing needs for the City. However, in 2002 the City of Coeur d’Alene changed their policy and a single source tow provider was selected. On average, the City of Coeur d’Alene dispatches approximately 450 vehicle tows per year ranging from vehicles involved in accidents to abandoned vehicles located on public and private property. It has been determined that a single source tow provider is more efficient for the City of Coeur d’Alene.

In an effort to update and renew an expired contract, the City of Coeur d’Alene recently advertised a “Request for Proposal” in regard to single source tow providers. Two bids were received. In reviewing the bid proposals, Schaffer’s Towing LLC has met our requirements and they offer their service at a lowest cost. They are willing to provide our Agency and community with the same level of professionalism we have become accustomed to receiving. Not only do they meet our requirements, they have provided a competitive towing fee scale that is both beneficial to the City as well as the motorist.

Financial Analysis: By continuing a single source towing provider, the City of Coeur d’Alene will see more efficient response times to dispatched vehicle tows and will realize a cost savings with a reduction in staff time required to administer vehicle towing performed for the City of Coeur d’Alene.

Performance Analysis: A single source-towing provider will require less administration by City of Coeur d’Alene staff. In addition, City Police may spend less time at calls involving vehicle tows.

Quality of Life Analysis: The citizens will continue to enjoy consistent and efficient towing services for vehicle towing dispatched by the City of Coeur d’Alene.

Decision Point / Recommendation: The City Council is requested to authorize an agreement with Schaffer’s Towing LLC as our single source-towing provider for the City of Coeur d’Alene.

AGREEMENT

THIS AGREEMENT, made and dated this 5th day of January 2016 by and 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 "**City,**" and **Schafffer's Towing, LLC**, an Idaho sole proprietorship, with its principal place of business at 625W. Dalton Ave., Coeur d'Alene Idaho 83814, hereinafter referred to as "Tow Company,"

W I T N E S S E T H:

WHEREAS, the City requires vehicle towing services; and

WHEREAS, Tow Company has the expertise, personnel, and equipment needed to perform these vehicle towing services; and

WHEREAS, the parties are in agreement that Tow Company should perform these vehicle towing services for the City; NOW THEREFORE,

THE PARTIES hereby agree as follows:

1. Purpose: This agreement is for the purpose of providing vehicle towing services for the City in a timely, courteous, safe, and professional manner. Towing and storage services performed by Tow Company for the City are in the interest of preserving public safety and convenience. The quality of these vehicle towing and storage services is imperative to fulfillment of this agreement.
2. Term: Except as provided in Sections 26 and 27 below, the term of this agreement shall be from January 5, 2016 to January 4, 2018, with the option of two (2) additional two (2) year terms upon agreement of both parties. Notice of Tow Company's intent to negotiate for additional terms must be conveyed to the City by July, 2017 for the first additional two (2) year term extension and by July, 2019 for the second additional two (2) year term extension.
3. Definitions: For the purposes of this agreement, the following terms will carry the following meanings:

City Police Department: City of Coeur d'Alene Police Department with its principal office located at 3818 Schreiber Way, Coeur d'Alene, Idaho 83815.

Gate Fee: The fee assessed for access to a vehicle, whether for release or retrieval of personal effects.

Pre-approved Subcontractor Towing Company: A tow company that has received written pre-approval from the City to respond to vehicle tow dispatches by the City when Tow Company is unavailable and whom the terms and provisions of this agreement bind.

Private Preference Tow: A vehicle tow for which the owner or owner's agent has indicated a preference as to which towing company should perform the vehicle tow.

Regular Business Hours: 8:00 a.m. to 5:00 p.m. Monday through Friday.

Storage Fee: The fee charged per calendar day by Tow Company for storage or any towed vehicle and for any incidental services performed by Tow Company while a vehicle is in their possession including but not limited to covering the vehicle with a tarp in the case of inclement weather and removal of inventoried valuables for safekeeping.

Towing Fee: The rate charged to complete one (1) vehicle tow of one (1) vehicle or part thereof including all incidental charges including but not limited to any cleanup and removal of any accident debris from the scene of the tow, gas used to reach the scene of the tow, and the use of flares or grease or fluid absorbent materials at the scene of the tow.

Tow Truck Operator: A qualified person employed by Tow Company for the purpose of performing vehicle tows.

Vehicle Tow: To mechanically draw, pull, or haul a vehicle, including trailers, by use of a tow truck. A vehicle tow is complete, and towing fee is assessable, when Tow Company has completed attaching the vehicle to the tow truck including all necessary lights.

4. Duties / Location: During the term of this agreement, Tow Company shall be responsible for conducting all vehicle tows within the City limits dispatched by the City unless it is a private preference tow. The City will be able to contact Tow Company and all pre-approved towing subcontractors through one telephone number 24 hours a day. Tow Company will also be responsible for cleaning up and hauling off all accident caused debris at the scene of the tow.

Tow Company shall be responsible for conducting all vehicle tows dispatched by the City for all property owned by the City of Coeur d'Alene as described in 4.05.030 and will include, but not limited to, the eight (8) public parking lots within the City, unless it is a private preference tow:

- A. City Hall Parking Facility;

- B. Fourth Street and Coeur d'Alene Ave. Parking Facility;
- C. Independence Point Parking Facility;
- D. Library Parking Facility;
- E. McEuen Parking Facility;
- F. Memorial Field Parking Facility;
- G. Park and Recreation Public Parking Lot; and
- H. Museum Parking Facility

A description of said public parking lots is attached as Exhibit "1" and incorporated herein by reference.

All vehicle tows performed under this agreement will be conducted in compliance with the terms and conditions of this agreement and in compliance with all applicable local, State of Idaho, and federal laws and regulations.

- 5. Towing Fees: During the term of this agreement, Tow Company agrees to charge the following towing fees for vehicle tows dispatched by the City:

- A. Vehicle Tows:

- 1. Tow Company agrees that it will charge no more than eighty dollars (\$80.00) for each vehicle tow requiring a Class "A" and Class "B" tow truck vehicle dispatched by the City Police Department
- 2. Tow Company agrees that it will charge no more than one hundred and twenty five dollars (\$125.00) per hour for each vehicle tow requiring a Class "C" tow truck vehicle dispatched by the City Police Department
- 3. Tow Company agrees that it will charge no more than one hundred and fifty dollars (\$150.00) per hour for each vehicle tow requiring a Class "D" or Class "E" tow truck vehicle dispatched by the City Police Department.
- 4. Tow Company agrees that it will charge no more than zero dollars (\$0.00) for each vehicle tow where it is dispatched to tow a City-owned or operated vehicle regardless of the type of tow truck vehicle required to perform that tow.
- 5. Tow Company is expressly prohibited from using a different class tow truck vehicle for the purpose of receiving a higher towing rate. If Tow Company uses a class of tow truck vehicle for which a higher tow rate may be charged when a different class tow truck

vehicle was sufficient to safely and effectively conduct the dispatched vehicle tow, Tow Company will charge the lower towing rate for that vehicle tow, **no exceptions**.

- B. Gate Fee: Tow Company agrees it will not charge a gate fee.
- C. Storage Fee: Tow Company agrees that it will charge no more than thirty five dollars (\$35.00) per day per vehicle for storage. A day will be assessed every 24 hours commencing at 5:00 p.m. each day.
- D. Except as allowed under Paragraph 13 herein, no other fees may be assessed by Tow Company under this agreement without prior written approval from the City.

6. Availability / Dispatch and Arrival Time:

- A. Tow Company will be available on a 24-hour, seven (7) days a week basis. Tow Company will furnish the City with a 24-hour phone number. Tow Company shall be readily available to provide information about a towed vehicle whenever an owner/owner's agent calls. If an owner / owner's agent calls after regular business hours and it is necessary for Tow Company to call back, Tow Company will call back within five (5) hours of receipt of that telephone call.
- B. Dispatch to arrival time shall be no more than 20 minutes, except in extraordinary circumstances such as heavy fog or poor road conditions. Tow Company shall drive in the normal flow of traffic and shall obey all local and State of Idaho traffic laws. If Tow Company is unable to respond within the time allowed, Tow Company will advise the City Police Department and will, at the sole discretion of the of the City Police Department, make arrangements to have a pre-approved subcontractor tow company respond to the dispatch within the allowed time.
- C. Except for private preference tows, under no circumstances will a vehicle tow dispatched by the City be performed by any tow truck company until such time as that tow truck company has been pre-approved as specified in Section 28 of this agreement.
- D. Under no event shall more than twenty percent (20%) of vehicle tows dispatched by the City be performed by pre-approved subcontractor towing companies during any one (1) month during the term of this agreement.

- E. Records of any and all vehicle tows, or vehicles disposed of, performed by Tow Company shall be stored and maintained for a period no less than 24 months. All records will be made available to the City upon request or within 24 hours.
- F. The City reserves the right to terminate any agreement with a pre-approved subcontractor towing company pursuant to sections 26 and 27 of this agreement.

7. Secure Storage Yard:

- A. Tow Company will have a secure storage yard within the corporate limits of the City of Coeur d'Alene.
- B. Vehicles towed by Tow Company shall be taken to this secure yard unless otherwise requested by the owner, operator, agent, or pursuant to subsection C.
- C. City Police Department personnel may request that vehicle towed by Tow Company be taken to the City Police Department for storage for any lawful purpose.
- D. The secure storage yard shall be secured by fencing or other secure enclosure at least six (6) feet tall.
- E. Fences shall be free of holes or weak spots that could allow unauthorized entry.
- F. All gates, doors, and other openings in the secure storage yard shall be equipped with locks to secure against unauthorized entry.
- G. A sign visible from the right-of-way that adheres to all applicable sign code laws and regulations identifying Tow Company and providing a telephone number where information may be obtained.
- H. City Police Department personnel shall be given access to this secured storage yard on a 24-hour, seven (7) days a week basis during the term of this agreement for any lawful purpose.

8. Staffing Requirements:

- A. Tow Company shall maintain the following personnel at all times during the term of this agreement:

1. At least one (1) attendant shall be on duty during regular business hours. On duty shall mean present and available by telephone at the secure storage area.
2. At least one (1) dispatcher shall be on duty at all times.
3. No less than four (4) qualified tow truck operators, with three (3) available at all times.

9. Tow Truck Operator Standards:

- A. Tow Company agrees that should any of its tow truck operators fail to conduct themselves in a friendly and courteous manner, Tow Company shall immediately, upon notice by the City, stop using that tow truck operator for City dispatched vehicle tows. Examples of unfriendly or discourteous behavior include but are not limited to using profane or obscene language that offends a customer or any other person, being verbally or physically abusive to a customer or any other person, or inappropriately touching a customer or any other person.
- B. All tow truck operators in the process of transporting property owned by others are required to maintain a valid driver's license at all times including any applicable commercial driver's license required by State of Idaho law. The City reserves the right to request proof of a valid and proper license and driver's privileges at any time.
- C. Tow truck operators will conduct themselves in accordance to all applicable local, State of Idaho, and Federal laws.

10. Required Tow Trucks:

- A. Tow Company shall have a minimum of three (3) tow trucks available at all times including one (1) tow truck capable of towing large vehicles such as motor homes, 18-wheel tractor-trailers, and buses.
- B. At least one (1) tow truck must have a rated wheel lift, tow sling, or a roll bed system.
- C. At least one (1) tow truck must have adequate equipment to safely tow or transport motorcycles.

11. Safety and Equipment Requirements: All tow trucks shall comply with all safety provisions, rules and regulations required by State of Idaho and Federal law.

- A. Each tow truck shall have proper licenses, lights, and other equipment.
- B. Each tow truck shall be equipped with at least one (1) revolving or intermittent flashing amber light with 360-degree visibility. This light shall be used while a tow truck is standing in a highway, roadside, or public right-of-way and is to be used in accordance to Idaho Code §49-623 and Idaho Code §49-124(3). If equipped with red flashing lights, Tow Company shall furnish City with a letter authorizing their use by the Director of the Department of Law Enforcement in accordance with Idaho Code §49-218 and will be kept on file with City.
- C. Each tow truck shall be constructed so as to lock and hold the drive wheels under all loading conditions.
- D. Tow Company's name, address including City and State, and telephone number must be permanently affixed to both sides of the tow truck vehicle.
- E. Tow lights must be placed on all towed vehicles, including but not limited to tail lights, stop lights, and directional lights with protective pads/covers on the bottom.
- F. Each tow truck is to carry a minimum of 100 feet of cable in continuous length on each line.
- G. Each tow truck is to carry a broom, shovel, and debris container, a minimum of ten (10) pounds of grease and fluid absorbent material.
- H. Each tow truck is to be equipped with at least one (1) spotlight mounted to the rear of the cab, capable of lighting the scene of disability.
- I. Each tow truck is to be equipped with safety chains.
- J. Class "A" tow truck is to be equipped with at least one (1) number five (5) rated BC fire extinguisher. Class "B", Class "C", Class "D", and Class "E" tow trucks to be equipped with at least one (1) number ten (10) rated BC fire extinguisher.
- K. Each tow truck is to be equipped with at least one (1) four (4) foot pry bar.
- L. Each tow truck is to be equipped with at least five (5) traffic cones.
- M. Each tow truck is to be equipped with flares.

- N. Each tow truck is to be equipped with chock blocks.
- O. Each tow truck is to be equipped with two-way communications via private frequency or telephone.
- P. Class "A" Tow Truck: Tow trucks that are capable of towing passenger cars, pickup trucks, small trailers, or equivalent vehicles. Class "A" trucks shall have:
 - 1. A minimum manufacturer's gross vehicle weight rating of 10,000 lbs.
 - 2. Dual tires or equivalent on the rear axle.
 - 3. A wheel lift with a minimum 3,000 lb lift and 7,000 lb tow rating from its manufacturer.
 - 4. Tow dollies.
 - 5. In addition to a wheel lift, a Class "A" tow truck may be equipped with a boom or booms, winch and cable. If so equipped, the tow truck must have a minimum four (4) ton rated boom or booms and a winch with a capacity of not less than four (4) tons, single line pull, having a 3/8 inch continuous length cable, as described below or its equivalent, in safe working condition on each winch drum.
 - a. Each cable shall be capable of being fully extended from and fully wound onto its drum.
 - b. All cables and/or wire ropes shall be in good working order and shall have a minimum of 100 feet.
 - 1. No more than six (6) randomly distributed broken wires in one (1) rope lay, or no more than three (3) broken wires in one strand in one (1) rope lay.
 - 2. No evidence of heat damage from any cause.
 - 3. End attachments that are not cracked, deformed, worn or loosened.
 - c. Cable and connections shall be swaged or if clamped, shall have a minimum of three (3) clamps spaced a minimum of six (6) rope diameters apart and attached with the base or

“saddle” of the clamp against the langer or “live” end of the cable. The “U” bolt will be placed over the short or “dead” end of the rope and will be the proper size for the cable being clamped.

- Q. Class “B” Tow Truck: tow trucks that are capable of towing and/or recovery of medium size trucks, trailers, motor homes or equivalent vehicles. Class “B” tow trucks shall have:
1. A minimum manufacturer’s gross vehicle weight rating of 18,000 lbs.
 2. A minimum ten (10) ton rated single boom or dual booms with a minimum rating of five (5) tons each.
 3. Dual winches with a minimum capacity of not less than five (5) tons each single line pull.
 4. A minimum 7/16-inch cable in safe operating condition as described for Class “A” tow trucks.
 5. A Class “B” tow truck used for Class “A” towing must meet Class “A” specifications for a lift assembly.
- R. Class “C” Tow Truck: Tow trucks that are capable of towing and/or recovery of large size trucks, trailers, buses, motor homes, or similar vehicles. Class “C” tow trucks shall have:
1. A truck chassis with tandem drive axles.
 2. A minimum manufacturer’s gross vehicle weight rating of 40,000 lbs.
 3. A minimum 25-ton rated single boom, or dual booms with a minimum rating of 12 & ½ tons each single line pull.
 4. A minimum 5/8-inch cable on each drum in safe operating conditions as described for Class “A” tow trucks.
 5. Air brakes and system capable of supplying and applying air to the towed vehicle(s).

S. Class “D” Light Duty Rollbed: tows trucks that are designed and intended to transport other vehicles by loading the vehicle entirely onto the truck. The tow trucks may be of a slide back, tilt bed, or rollbed design. Class “D” tow trucks shall have:

1. A minimum manufacturer’s gross vehicle weight rating of 10,000 lbs.
2. One (1) winch, drum, and cable in safe operating condition as described for Class “C” tow trucks.
3. A carrier bed with a minimum length of sixteen (16) feet and a load rating of four (4) tons.
4. Dual tires on the rear axles.
5. One (1) ten (10)-inch snatch block.
6. At least two (2) securing devices in addition to the winch cable. These devices may be chain, cable, nylon strap or steel strap, with a minimum breaking strength of 5,000 lbs. used as follows: The tie downs shall be passed over the axle or frame member, one at the front and one at the rear of the transported vehicle. Both ends shall be attached to the truck bed or rail in a manner that will prevent movement of the transported vehicle. Factory style “T” hook tie downs may also be used at the front and the rear of the transported vehicle.
7. If a wheel lift assembly is attached, the tow unit must have a minimum manufacturer’s gross vehicle weight rating of 14,500 lbs and the lift assembly must have a minimum 3,000 lbs lift rating and a minimum 7,000 lb tow rating from its manufacturer.

T. Class “E” Medium Duty Rollbed: In addition to the following, Class “E” Medium Duty Rollbed must comply with all of the rules pertaining to Class “D” Light Duty Rollbed.

1. A minimum manufacturer’s gross vehicle rating of 18,000 lbs.
2. A carrier bed with a load rating of eight (8) tons.

12. Condition of Tow Trucks Vehicles: All tow trucks used in performance of this agreement shall be mechanically maintained, maintained to meet all applicable

State of Idaho and Federal laws and regulations, and kept in a general condition that includes:

- A. Cab interior free of dirt and grease;
- B. Complete instrumentation;
- C. Complete interior panels;
- D. Clean passenger seats and seatbelts; and
- E. Exterior paint intact and free from chipping and rust.

13. Vehicle Releases: Except as otherwise required by law, vehicle releases shall be handled as follows:

- A. Tow Company shall maintain a 24-hour, seven days a week telephone service for the release of towed vehicles.
- B. At all times other than regular business hours, Tow Company shall have an attendant at the secure storage yard within thirty (30) minutes of receiving notice that either:
 - 1. This vehicle owner / owner's agent is at the storage facility and has requested release of the vehicle; or
 - 2. The vehicle owner / owner's agent shall be at the storage facility within thirty (30) minutes to redeem the vehicle.
 - 3. Tow Company may charge the vehicle owner/owner's agent a reasonable fee if Tow Company is requested to be at the vehicle storage yard at any times other than regular business hours.
- C. For purposes of this section, a telephone request by an owner / owner's agent shall constitute notice of a release request.
- D. If Tow Company is unavailable within thirty (30) minutes of the time an owner/owner's agent has agreed to meet for the release of the vehicle; Tow Company shall forfeit any additional storage fees against the vehicle.
- E. All vehicles and any personal property will be released only to the titled and identified owner of said property. Permission to release property to other than the titled and identified owner must be in writing and signed by the titled and identified owner(s).

14. Complaints: Tow Company agrees that it shall maintain a Coeur d'Alene telephone number with adequate staff to respond to complaints in a prompt, courteous manner. A local telephone number will be listed with the local

telephone company under the name of Tow Company. Complaints will be handled within twenty-four (24) hours, with records maintained for City review. All complaints will be handled to the City's reasonable satisfaction. Records of complaints received shall be maintained by Tow Company and available upon request by the City.

15. Liens: Tow Company shall strictly adhere to the statutory requirements set forth in the Idaho Code regarding liens, satisfaction of liens, disposition of personal property found in vehicles, and collections.
16. Confidentiality and Non-Disclosure:
 - A. While performing under this agreement, Tow Company shall have access to and become aware of information that involves the pursuit of, apprehension and prosecution of criminals and/or is of a highly confidential or sensitive nature. Tow Company shall treat the information to which it has access under this Agreement as confidential. Tow Company shall not disseminate any information to anyone except as expressly authorized by City.
 - B. Tow Company may include disciplinary procedures in its personnel policy to allow Tow Company to discipline employees who violate this section. Employees of Tow Company found to be violating this section shall not be allowed to handle or otherwise participate in towing performed for City.
17. Hold Harmless: Tow Company acknowledges that it acts as an independent contractor and not as an agent or employee of the City, and the Tow Company agrees to indemnify, defend, and hold harmless the City for any loss, claim, or other action to which the City is put or may be put by reason of any act or omission of Tow Company, its agents or employees, pre-approved subcontractor towing companies, or third parties in any manner arising or growing out of this agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees.
18. Insurance: Tow Company shall, at all times, during the term of this agreement, at Tow Company's sole expense, maintain all-risk (comprehensive) liability insurance, property damage insurance, garage keepers insurance, on-hook towing insurance and automobile insurance naming the City as a named-insured in the minimum amount of one million dollars and no/100 (\$1,000,000.00) per occurrence regardless of the number of claimants from whatever cause. Said coverage shall be applicable to all of Tow Companies activities undertaken to perform its obligations under this agreement and shall not be limited to coverage of Tow Operator's business premises alone.

19. Workmen's Compensation and Unemployment Security: Tow Company agrees, during the terms of this agreement, to maintain Workmen's Compensation coverage on all of Tow Company's employees, and agrees to comply with all employment security laws.
20. Certificates of Insurance: Tow Company shall provide certificates of insurance as proof of the insurance requirements of this agreement, said certificates shall be in a form acceptable to the City, and said certificates shall state they shall not be cancelled without thirty (30) days actual written notice to the City Clerk. Any lapse of cancellation of Tow Companies insurance, without good cause shown, will be considered a breach of this agreement.
21. Performance Bond: Tow Company agrees that it shall provide a performance bond or letter of credit in the amount of seven thousand five hundred dollars and no/100 (\$7,500.00) in a form acceptable to the City Attorney in order to secure Tow Company's performance of the provisions of this agreement.
22. Notices: Any notice under this agreement, except for those required under Section 26 of this agreement, shall be in writing and either personally served or sent by placing such written notice in the United States Mail, addressed to the Tow Company or City Clerk at that addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

The address of Tow Company shall be:
625. W. Dalton Avenue, Coeur d'Alene, Idaho 83814

The address of the City Clerk shall be:
710 Mullan Avenue, Coeur d'Alene, Idaho 83814
23. Venue: This agreement shall be performed pursuant to the laws of the State of Idaho. Any litigation to enforce this agreement or any of the provisions contained therein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.
24. Conflict of Interest: No officer or employee of the City having the power or the duty to perform any official act or action related to this agreement shall have or acquire any interest in this agreement, or have solicited, accepted, or granted a present or future gift, favor, service, other thing of value from or to any person involved in this agreement.

25. Termination for Cause: In the event Tow Company fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this agreement, or, at its option, enforce the specific terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, Tow Company agrees to pay all expenses, including reasonable attorney's fees in any suit or action brought by the City. Provided however, that before declaring default, the City shall notify Tow Company in writing of the particulars in which it deems Tow Company to be in default, and Tow Company shall have seven (7) business days from the time such written notice has been placed in the United States Mail addressed to Tow Company at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, which may be made upon Tow Company, its agents, or employees at the above noted address, Tow Company shall have five (5) business days from the time of such service to remedy the default.
26. Termination for Convenience of the Parties: The parties reserve the right to terminate this agreement in the event the City decides to provide vehicle towing services. The party seeking to terminate this agreement shall give the other party sixty (60) days notice of its intent to terminate.
27. Subcontracting:
- A. Tow Company shall not subcontract its work under this agreement, in whole or in part, without the written approval of the City.
 - B. Prior to conducting any vehicle tows dispatched by the City, the pre-approved subcontractor towing company shall agree in writing to be bound by all provisions contained in this agreement, including but not limited to, indemnification and hold harmless clauses, required insurance coverage, workmen's compensation and unemployment compensation, and equipment and personnel requirements.
 - C. Under no circumstances may a pre-approved subcontractor towing company further subcontract its work to another towing company.
28. Assignment: Tow Company shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without prior written approval of the City.
29. No Discrimination: In the performance of this agreement, Tow Company shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

- 30. Nonenforcement by City: Tow Company shall not be relieved of its obligation to comply with any of the provisions of this agreement by reason of failure of the City to enforce prompt compliance.
- 31. Section Headings: The section heads of this agreement are to clarify in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 32. Entire Agreement: This agreement with exhibits herein, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

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

CITY OF COEUR D'ALENE

SCHAFFERS TOWING, LLC

Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5th day of January, 2016, 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 IDAHO)
) ss.
County of Kootenai)

On this ____ day of January, 2016, before me, a Notary Public, personally appeared _____ and _____ known to me to be the _____ and _____ of **Schaffers Towing, LLC**, and the persons who executed the foregoing instrument on behalf of said LLC, and acknowledged to me that such LLC 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: _____

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: December 21, 2015
FROM: Bette Ammon, Library Director
SUBJECT: Memorandum of Understanding (MOU) Coeur d'Alene Public Library (the "Library"), a department of the City of Coeur d'Alene, (the "City") and the Coeur d'Alene School District #271 (the "District") To cooperate in the provision of extending public library services by establishing a branch public library at Lake City High School.

DECISION POINT:

- Authorizing the Mayor to sign the MOU. (Cd'A School District 271 Board approved and signed December 1, 2015)

HISTORY:

"Be innovative and continually changing, and adapting to meet community needs." - From the Coeur d'Alene Public Library's Long Range Plan. After a year and a half of exploration, the answer is open a public library branch in Lake City High School's school library. Modeled on similar branch libraries in public schools in Missoula, the plan is to open Cd'A Library @ Lake City High School when school is dismissed for the day. Public library staff will courier public library materials back and forth providing books, videos, and more for library patrons of all ages.

FINANCIAL ANALYSIS:

Approved in the Library's FY 15/16 budget is funding for a full time reference clerk position. This person (JD Smithson – hired in November) will be responsible for staffing the Lake City Public Library – a branch of the CdA Public Library. In addition an increase in the library's material budget was approved in order to supply materials to the branch.

PERFORMANCE ANALYSIS:

Success will be measured by use. A people counter is available and collecting circulation statistics and number of people served will be ongoing. We anticipate even more participation in the summer when neighborhood children will have ready and easy access to books and programs all summer.

DECISION POINT/RECOMMENDATION:

Following a period of soliciting public comment (all positive), the School Board approved the MOU at their December 1, 2015 meeting. We're requesting approval by Cd'A City Council and Library Board as well.

COEUR D'ALENE PUBLIC LIBRARY
BRANCH LIBRARY AGREEMENT

This Agreement entered into this 7th day of December, 2015, by and between the Coeur d'Alene Public Library (the "Library"), a department of the City of Coeur d'Alene, (the "City") and the Coeur d'Alene School District #271 (the "District") TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF Coeur d'Alene, Idaho.

WHEREAS, the District is a duly formed and existing school district in the State of Idaho;

WHEREAS, the District's Board of Trustees has the power and duty to equip and maintain suitable libraries in its schools (Idaho Code § 33-512(8));

WHEREAS, pursuant to Idaho Code sections 33-601(1) & (7) the District has the power to rent school property and make use of vacant school property for educational and public purposes;

WHEREAS, the Library's Board of Trustees has the power and duty to establish, locate and maintain libraries to serve the City of Coeur d'Alene;

WHEREAS, the Library desires to locate a branch City library location within Lake City High School;

WHEREAS, the District has certain space at Lake City High School which it desires to make available to the City for the purpose of establishing a library to be accessible to the District's students and the public at large;

WHEREAS, the District and the City are vested with the authority pursuant to Idaho Code 67-2326, Idaho Code and Title 50, to enter into this Agreement for the purposes of cooperating in providing additional library services to the residents of the City;

WHEREAS, each of the parties desire to enter into this Agreement for the purposes of defining the rights, duties and responsibilities of each of the parties as relates to the use of the District facilities for the provision of library services.

NOW, THEREFORE, the parties agree as follows:

I. As hereinafter provided, the Coeur d'Alene Public Library Board of Trustees and the Board of Trustees of the Coeur d'Alene School District agree to support the functions of a Coeur d'Alene Public Library Branch Library located in the Lake City High School Library.

II. GOVERNING BODY

The Coeur d'Alene Public Library Board of Trustees will be the governing body of the Lake City High School Branch Library. The branch library will function under the bylaws, policies and rules consistent with the policies of the Coeur d'Alene Public Library and State law. The Coeur d'Alene Public Library Board shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the Branch Library. Provided that, however, when a complaint is in regard to a student of the District and the student is alleged to have violated school district policies or procedures, the matter may be turned over to the District for resolution, as is deemed appropriate under the circumstances.

The Coeur d'Alene Public Library Board of Trustees shall have the power to contract and receive or deliver library services and to accept gifts, grants, donations, devices and bequests not subject to reversion at the end of the fiscal year.

The Coeur d'Alene Public Library Director shall be directly responsible for the selection of one Library Technician who will be employed by the Coeur d'Alene Public Library for up to 20 hours per week at the Lake City High School Branch Library. The Coeur d'Alene School District shall have a representative on the hiring committee. The Library Technician will be an employee of the Library and subject to the Library's vacation and sick leave policies. The Library Technician and any and all Coeur d'Alene Public Library employees who might work at the Lake City High School branch location will pass a background check that meets both city and school district standards. The School District shall continue to be responsible for the selection of the School Librarians and Library Aides. The Chief Librarian of the Lake City High School Branch Library shall be a school employee and appointed by the Coeur d'Alene School Board of Trustees. The Branch Technician will be responsible for providing regular reports to the Coeur d'Alene Public Library Director and the Coeur d'Alene Public Library Board of Trustees.

III. BUDGET AND FINANCE

The Coeur d'Alene Public Library Director will include the necessary budget items for the Lake City High School Branch Library in the yearly library budget submitted to the City of Coeur d'Alene Chief Financial Officer and approved by the Coeur d'Alene Public Library Board of Trustees and the Coeur d'Alene City Council.

The Coeur d'Alene School District shall:

1. Provide space for the public library materials to be shelved and displayed in the Lake City High School Library;
2. Be responsible for all utilities, janitorial and maintenance care of the library on a year-round basis;
3. Fund the general operation of its Lake City High School library, as well as the materials budget for meeting the needs of the school population;
4. Maintain premises liability insurance;
5. Maintain worker's compensation coverage for its employees (not including the City library technician who will be an employee of the Library);
6. Maintain the property necessary for a library (including bookshelves, and chairs);

7. Allow the public access to the facility during set and mutually agreed upon hours, subject to the District's powers to remove any person disrupting the educational process or detrimental to the morals, health, safety, academic learning or discipline of the pupils (per Idaho Code 33-512);
8. Allow the City Library Technician to use the school fax and phone for public library business, subject to any reasonable recording requirements and costs imposed by the District;
9. Allow access to District computers for the Branch Library patrons;
10. Provide computer station for the Branch Library to Library catalog via the internet;
11. Allow the public to checkout high school library materials, subject to reasonable and appropriate regulations;
 - a. Without limiting the foregoing, should a public patron cause damage to any school property (such as library books, computers, and any other property used by a patron) the District shall first seek reimbursement from the patron and if reimbursement is not possible, shall seek reimbursement from the Coeur d'Alene Public Library.
12. Provide restricted access in the school library to the Internet subject to the District's internet policies;

The Coeur d'Alene Public Library shall provide:

1. 2,000 to 2,500 books and library materials on a rotating basis for use at the Lake City Branch Library;
2. A Branch Library Technician (whose salary shall be paid by the Coeur d'Alene Public Library) to operate the library during any mutually agreed upon hours of operation for the Branch Library up to 20 hours per week (the District will operate the School Library during normal school hours);
3. Library email account for the Library Technician;
4. Postage for interlibrary loans and correspondence;
5. Printer for public library business;
6. Ongoing professional advice, support and training to District staff in regard to the Branch Library;
7. Open communication with the Lake City High School Chief Librarian on matters of policy and procedures to ensure smooth operation of the branch.
8. Provide proof of employee liability and general liability insurance in an amount not less than \$500,000 covering acts of the Library Technician and any other employee, agent or volunteer that may be involved or provide services on behalf of the Coeur d'Alene Public Library in regard to the branch library contemplated by this agreement.

IV. LIBRARY ACCESS AND HOURS

Public library patrons of all ages shall be granted access to the facility during mutually agreed upon hours of operation.

To the greatest extent possible, all services and materials will be equally available to all library users. Designated materials from the Public Library will be accessible to Lake City High School students who have a Coeur d'Alene Public Library card.

V. EFFECTIVE DATE, DURATION AND TERMINATION

- A. Subject to the initial review and approval by each parties' respective counsel, the adoption of this agreement is contingent upon the approval by the Coeur d'Alene School District Board of Trustees, the Coeur d'Alene Public Library Board of Trustees and by the Coeur d'Alene City Council.
- B. The agreement shall be in full force and effect within thirty (30) days of the approval by both bodies and shall remain in effect until termination by either party pursuant to the termination provisions set forth below.
- C. Either party may terminate this agreement with sixty (60) days written notice from one party to the other. Unless a specific termination date is provided, the termination of this agreement shall become effective on the sixtieth day following the notice.
 - 1. Upon termination by either party, each party will return to the other those items belonging to the other party (those items not purchased or derived from their own resources).
- D. This agreement may be amended at any time by mutual written consent of the parties involved.
- E. This agreement shall be reviewed every three years by all parties involved.

FOR THE CITY OF COEUR D'ALENE

Steve Widmyer , Mayor Date

ATTEST: Renata McLeod, City Clerk _____ Date: _____

FOR THE COEUR D'ALENE PUBLIC LIBRARY BOARD OF TRUSTEES

, Chair Date

FOR THE Coeur d'Alene SCHOOL DISTRICT

C. Hayes _____ Date
, Chair 12/7/2015

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

December 21, 2015
GENERAL SERVICES COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Ron Edinger
Council Member Kiki Miller
Council Member Steve Adams

STAFF PRESENT

Lt. Jay Heintz, Police Department
Amy Ferguson, Executive Assistant
Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Captain Steve Childers, Police Dept.
Bette Ammon, Library Director
Jim Hammond, City Administrator

**Item 1 Surplus of Police Department Canine Maxx
Consent Calendar**

Lt. Jay Heintz presented a request, on behalf of Lee White, Chief of Police, for council approval to surplus Maxx, a Narcotics Detection Canine, and transfer ownership to his handler, Officer Andy Sterling, which would also include the required residential kennel, harnesses and toys purchased by the City.

Chief White explained in the staff report that Maxx is a 10 ½ year old German Shepherd and started his service with the department in 2007. In October, 2014, during Maxx's annual veterinarian exam the veterinarian estimated, based on Maxx's health and age, that Maxx would have approximately 1 to 2 years left as a patrol canine. During the summer months of 2015, Maxx's health deteriorated because of stomach problems and he was seen by the veterinarian several times. Based on Maxx's age and current physical condition, the Police Department recommends that Maxx be retired from service duty. The retirement of Maxx will also prevent additional medical costs incurred by the City which may occur due to future injury or other medical condition. Due to the unique and emotional bond between a canine and handler, the Police Department recommends that Maxx be retired from service and ownership transferred to Officer Andy Sterling for no monetary exchange. Officer Sterling waives any liability and releases the City of Coeur d'Alene from any and all liability or responsibility for the canine.

MOTION by Adams, seconded by Evans, to recommend Council recommend approval of Resolution No. 16-001 declaring Maxx, Narcotics Detection Canine, as surplus, and transferring ownership to his handler, Officer Andy Sterling, including the required residential kennel, harnesses and toys purchased by the City. Motion carried.

**Item 2 Award of Bid and Approval of Agreement with Schaffer's LLC for Single Source
Tow Services
Consent Calendar**

Captain Steve Childers presented a request for council authorization to enter into an agreement with Schaffer's LLC as the city's single source-towing provider for the City of Coeur d'Alene.

Captain Childers stated in his staff report that prior to August 2002, the City of Coeur d'Alene had employed a rotational tow truck policy to address the vehicle towing needs for the City. However, in 2002 the City of Coeur d'Alene changed their policy and a single source tow provider was selected. On

average, the City of Coeur d'Alene dispatches approximately 450 vehicle tows per year ranging from vehicles involved in accidents to abandoned vehicles located on public and private property. It has been determined that a single source tow provider is more efficient for the City. In an effort to update and renew an expired contract, the City recently advertised a "Request for Proposal" in regard to single source tow providers. Two bids were received. In reviewing the bid proposals, Schaffer's Towing LLC has met the requirements and they offer their service at the lowest cost. They have provided a competitive towing fee schedule that is both beneficial to the City as well as the motorist. By continuing a single source towing provider, the City will see more efficient response times to dispatched vehicle tows and will realize a cost savings with a reduction in staff time required to administer vehicle towing performed for the City.

Councilmember Edinger asked how long the city has worked with Schaffer. Captain Childers responded since about 2006. The city has gone through 3-two year terms with them, and they are a little outside of the contract dates right now.

Councilmember Adams said that he and possibly others received quite a lengthy email from Superior Towing with accusations that Schaffer did not have the updated equipment required. Captain Childers said that they have reviewed the seven different items brought forward by Superior and some of them were, in fact, things that were not in place and that Schaffer needed to correct, such as a sign permit, and registration of vehicle. Everything that was brought up in the email has been rectified, and Superior's questions have been answered through the City Attorney's office. Captain Childers said that he also talked to the owner of Superior Towing this morning to address his seven concerns. The owner was given the date and time of today's meeting. Captain Childers also noted that an address for Schaffer Towing has been added to the sign that is displayed on their vehicles.

MOTION by Evans, seconded by Adams, to recommend Council approval of Resolution 16-001 authorizing an agreement with Schaffer's LLC as the City's single source towing provider.

Item 3 Memorandum of Understanding (MOU) between the Coeur d'Alene Public Library and the Coeur d'Alene School District #271 for the Establishment of a Branch Public Library at Lake City High School.

Consent Calendar

Bette Ammon, Library Director, presented a request for council authorization of a Memorandum of Understanding (MOU) between the Coeur d'Alene Public Library and the Coeur d'Alene School District #271 for the establishment of a branch public library at Lake City High School.

Ms. Ammon stated in her staff report that the public library branch would be modeled after similar branch libraries in public schools in Missoula, MT, and the branch would be opened when school is dismissed for the day. Public library staff will courier public library materials back and forth providing books, videos, and more for library patrons of all ages. The full time reference clerk position which was approved in the Library's FY 15/16 budget will be responsible for staffing the branch library. In addition, an increase in the library's material budget was approved in order to supply materials to the branch. Success will be measured by use. A people counter is available and collecting circulation statistics and the number of people served will be ongoing. Ms. Ammon anticipates even more participation in the summer when neighborhood children will have ready and easy access to books and programs all summer.

Ms. Ammon said that the Legal Department has reviewed and approved the agreement. They have been working on the branch library idea for about a year and half and it is pretty exciting to be at this place. Councilmember Edinger commented that he has heard a lot of good comments.

MOTION by Adams, seconded by Evans, for Council approval of Resolution No. 16-001 authorizing a Memorandum of Understanding between the Coeur d'Alene Public Library, and the Coeur d'Alene School District #271 for the establishment of a branch public library at Lake City High School.

Councilmember Edinger noted that this is Councilmember Adams' last General Services Committee meeting and thanked him for being a diligent member of the committee and for taking care of the meetings when Councilmember Edinger was sick.

The meeting adjourned at 12:10 p.m.

Respectfully submitted,

Amy C. Ferguson
Executive Assistant

**PUBLIC WORKS COMMITTEE
MINUTES
December 21, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Mike Becker, Utility Proj. Mgr.
Terry Pickle, Asst. Water Supt.
Jim Hammond, City Administrator
Randy Adams, Deputy City Attorney
Amy Ferguson, Executive Asst.

**Item 1 2016/2017 New Jet/Vacuum Truck Procurement
Consent Calendar**

Mike Becker, Utility Project Manager, presented a request for council to authorize staff to issue a Notice of Award for the purchase of a new 2016/2017 Jet/Vacuum Truck to Freightliner of Idaho with Freedom Truck Center, Inc.'s Bid amount of \$384,820.00.

Mr. Becker stated in his staff report that the current Jet/Vacuum is a specialized piece of equipment scheduled for replacement during FY 2015/2016. This vehicle and its related equipment are used for daily sanitary sewer operations and maintenance, hydro-excavation and for emergency call-outs. The current jet/vacuum truck ("Big Blue") will remain with the City and be transferred to the Water Department upon delivery of the new vehicle. The FY 2015/2016 replacement budget for this vehicle's replacement is \$380,000. The bid submitted by HI VAC/Utility Trailer Services of Boise was reviewed and found to be non-responsive by both the WW Utility and the Legal Department. The new jet/vacuum truck's estimated delivery date is sometime in May, 2016.

Mr. Becker said that new replacement criteria included smaller size, maneuverability, power, quieter, safe, and no training required. Four companies were interested in the bid, but only two submitted and one was found to be nonresponsive.

Councilmember Gookin asked how long will this piece of equipment be expected to last. Mr. Becker said that their cycle period is every 10 years, but it should last longer. The city does have a truck that is about 20 years old that they still utilize. The advantage of cycling it through is it reduces the "unreliable" factor in their vehicles – especially vehicles that have a high demand for emergency call out conditions.

Mr. Becker explained that the budgeted amount of \$380,000 was established about 14 months ago, and was a "best stab" guess after receiving several quotes from area suppliers. The bid came in slightly above that figure, but the Wastewater utility does have additional funds to cover it.

MOTION: Motion by Gookin, seconded by McEvers, to recommend Council approval of Resolution No. 16-001, authorizing staff to issue a Notice of Award for the purchase of a new 2016/2017 Jet/Vacuum Truck to Freightliner of Idaho with Freedom Truck Center, Inc.'s Bid amount of \$384,820.00. Motion carried.

Item 2 4th Street Well Rehabilitation Project
Consent Calendar

Terry Pickel, Assistant Water Superintendent, presented a request for council authorization of a bid award to Specialty Pump Service as sole bidder for rehabilitation of the pump at the 4th Street Well.

Mr. Pickel stated in his staff report that the 4th Street well was originally hand dug in early 1960 to a depth of 210 feet with a production capacity of nearly 1500 gpm. The well was subsequently deepened and several upgrades to the pump have been completed from 1968 through 1989 to increase production to nearly 3600 gpm as growth occurred in the northern part of the city and water demand dramatically increased. The pump was last removed in 1995 due to a taste and odor problem and a rubber packer was installed to seal off the upper water bearing zone in an attempt to remedy this problem. Production capacity was significantly reduced to approximately 2000 gpm as a result. Since then, the rubber packer has been deflated for the past several years and there have been no additional taste or odor problems encountered. Under a project performed in 2007, the 2000 gpm pump bowls were replaced with a new set capable of producing approximately 3000 gpm. This well was not on the radar for improvement until recent vibration problems surfaced. Staff determined it was necessary to deter the next well scheduled and investigate the problem with this well to prevent possible premature failure. The Water Department budgeted \$71,000 through the operations and maintenance budget and no additional engineering services were required for this project. The sole base bid received is for the amount of \$46,990.00. An option was included should the existing packer be in need of replacement with a bid of \$3,630.00. A second option was included for motor replacement if deemed necessary with a bid amount of \$27,860.00. Exercising the two options would bring the total bid to \$67,950.00. Staff anticipates that the project should be complete within 90 days barring any unanticipated problems such as damaged or defective existing equipment or materials.

Mr. Pickel noted that Specialty Pump Service is located in Spokane, Washington. The well controls will stay the same. The motor was rewound about a year ago and if it is still in good shape, they probably won't replace it. Mr. Pickel confirmed that council authorization of the total bid of \$67,950.00 just authorizes the department to spend the money, if necessary. Mr. Pickel said that he will come back and let the council know what was done on the rehab.

MOTION: Motion by Gookin, seconded by McEvers, to approve Resolution No. 16-001 authorizing an agreement with Specialty Pump Service for the 4th Street Well Rehabilitation Project for a contract sum up to \$67,950.00. Motion carried.

The meeting adjourned at 4:11 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison