

Our vision of Coeur d'Alene is of a beautiful safe city that promotes a high quality of life and sound economy through excellence in government

# GENERAL SERVICES/PUBLIC WORKS COMMITTEE with Council Members Gookin, Miller & Gabriel March 24, 2025, 12:00 p.m. Library Community Room

702 Front Avenue

# AGENDA

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

**Item 1** Request to Amend M.C. § 6.15.10(E) to allow for the temporary housing of goats on open spaces owned by a homeowner's association for weed control purposes provided that the goats are kept in a secure enclosure.

STAFF REPORT BY: Renata McLeod, Municipal Services Director and Sgt. Jared Reneau

**Item 2** Declaration of three vehicles assigned to the Parks and Recreation Department to be surplus and authorization to sell these vehicles at auction

STAFF REPORT BY: Bill Greenwood, Parks & Recreation Director

**Item 3** Declaration of various pieces of used signal equipment and related items as surplus and authorization to donate these items to the City of Lewiston, Idaho

STAFF REPORT BY: Todd Feusier, Streets & Engineering Director

ADJOURNMENT

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

## GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: March 24, 2025
FROM: Renata McLeod, Municipal Services Director and Sgt. Jared Reneau
SUBJECT: Citizen request to amend M.C. § 6.15.010E to allow for - temporarily housing goats on private property for weed control purposes provided that the goats are kept in a secure enclosure.

**DECISION POINT:** Should the Council direct staff to prepare amendments to M.C. § 6.15.010E as requested?

**HISTORY:** The City has been requested by Meadow Ranch Homeowner's Association to allow the use of goats for weed abatement within their subdivision in an open area abutting their properties along Meadow Ranch Avenue. This area has extreme slopes. Many opportunities for weed abatement have been explored and considered, none of which are feasible due to the sloped area and the safety of landscape company employees. The Fire Department has inspected the area and has made recommendations for weed abatement due to the fire hazard. The Homeowner's Association has determined the best and only measure of abatement currently available would be the use of goats. The Municipal Code only allows public agencies to temporarily house goats within the City limits for such use. The City has a history of using goats for weed abatement at various water department locations and found it to be an effective tool. Sgt. Jared Reneau, who oversees Animal Control, requested some form of notification as to the timeline of use, plan for containment and oversight, and contact information for the party responsible in the event there is an issue. The Fire Department has no concerns with this type of weed abatement. Legal would suggest some form of liability waiver/insurance, in addition to the Code amendment. The proposed amendments would be:

### 6.15.010: DOMESTIC LIVESTOCK AND FOWL:

E. Nothing contained herein prevents the city or other public agency from temporarily housing goats on public property for weed control purposes provided that the goats are kept in a secure enclosure. An active, legally formed homeowner's association may utilize goats for weed control purposes within open spaces when no other weed control method is feasible. Prior to bringing goats into the City, the homeowner's association shall file an application with the City's Animal Control office. The applicant shall provide contact information for a responsible party, a description of the manner in which the animals will be cared for and controlled, the number of animals proposed to be used, and proof of liability insurance which will provide sufficient coverage for damage caused by the animals. Animal control will approve a completed application that demonstrates the need and appropriate controls.

**FINANCIAL ANALYSIS:** There is likely to be little financial impact from adopting the proposed ordinance, aside from enforcement in the normal course of business. The amendments would provide a means of accomplishing weed abate under certain circumstances and reduce fire hazards.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:** Time is of the essence for this project in order to get ahead of the fire season.

**DECISION POINT/RECOMMENDATION:** Staff recommends that the Council direct staff to prepare amendments to the City Code as outlined above.

Subject Area:







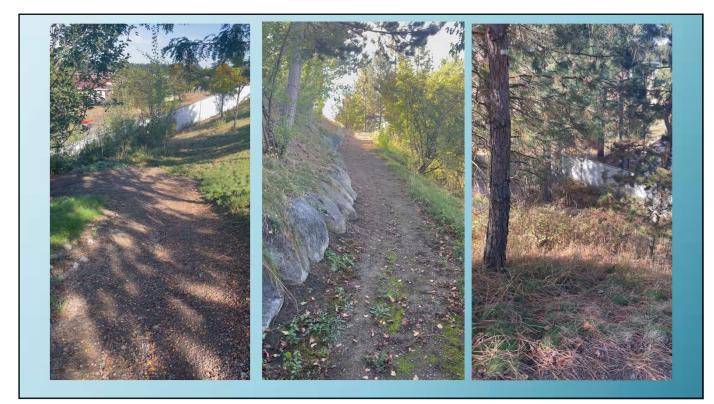
# **Code Amendment Request**

## 6.15.010: DOMESTIC LIVESTOCK AND FOWL:

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# DECISION POINT: Should the Council direct staff to prepare amendments to M.C. § 6.15.010(E)?

**Questions?** 

#### GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

Date:March 24, 2025From:Bill GreenwoodSubject:Surplus of Parks Department Vehicles

**DECISION POINT:** Should Council declare three vehicles used by the Parks and Recreation Department to be surplus and authorize their sale at auction?

**HISTORY:** 2023 GMC Pickup - Has multiple repairs that are needed. Some essential repairs cannot be performed due to unavailability of parts.

2007 GMC Pickup - Transmission went out. Cost of repairs is more than what the truck is worth.

1998 GMC Pickup - Transmission went out. Cost of repairs is more than what the truck is worth.

**FINANCIAL ANALYSIS:** There is no financial impact to the City, other than minimal costs to transport to Post Falls for auction. The auctioneer receives a commission for the sales of the vehicles. The remainder goes to the City's general fund.

**DECISION POINT:** Council should declare three Parks and Recreation Department vehicles to be surplus and authorize their sale at auction.

#### SURPLUS LIST:

Parks 820-2003 GMC Pickup; 1GTEC14X33Z187521 Parks 812-2007 GMC Pickup-1GTHK24K57E533110 Parks 809-1998 GMC K3500-1GDJK34J8WF048883

# GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

DATE:	March 24, 2025
FROM:	Todd Feusier, Director, Streets & Engineering
SUBJECT:	DONATION OF USED SIGNAL EQUIPMENT

### **DECISION POINT:**

Should Council declare various pieces of used signal equipment and related items as surplus and authorize the donation of these items to the City of Lewiston, Idaho.

## **HISTORY:**

As technology improves and equipment reaches the end of usefulness to the City, items are brought to Council to be declared as surplus. Currently, the following items are deemed at their end-of-service life period. The Streets & Engineering Departments request they be deemed surplus:

- 1. TS1 Traffic Signal Cabinets up to five
- 2. LED Inserts
- 3. Load switches
- 4. Pedestrian buttons and related equipment
- 5. Signal and Pedestrian heads

## **PERFORMANCE ANALYSIS:**

This equipment has been deemed of little value to the City of Coeur d'Alene. These items were deemed of little use to our infrastructure before being listed as surplus. They will make a positive impact to the City of Lewiston.

## FINANCIAL ANALYSIS:

The City of Lewiston is managing all transportation of this equipment.

## **DECISION POINT / RECOMMENDATION:**

Council should declare the various pieces of used equipment and items as surplus and authorize the donation to the City of Lewiston.

#### **DONATION AGREEMENT**

This is a Donation Agreement for described personal property between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, and the City of Lewiston, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "Lewiston"), whose address is 1134 F Street, Lewiston, Idaho 83501.

WHEREAS, the City desires to donate TS1 traffic signal cabinets, internal components including but not limited to LED inserts, control boards, modules, load switches, PED buttons, etc., and related equipment and supplies thereof (hereinafter collectively referred to as the "Signal Cabinets"), owned and formerly used by the City; and

WHEREAS, the City is unwilling to make any representations or warranties whatsoever regarding the Signal Cabinets and is only willing to gift the Signal Cabinets to Lewiston on an "as is, where is" and "with all faults" basis; and

WHEREAS, Lewiston has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the Lewiston's decision to accept the Signal Cabinets from the City; and

WHEREAS, Lewiston is willing to accept the Signal Cabinets from the City without any representations or warranties whatsoever regarding the Signal Cabinets, on an "as is, where is" and "with all faults" basis; and

NOW, THEREFORE,

1. The City agrees to donate the Signal binets to Lewiston and Lewiston agrees to accept up to five (5) Signal Cabinets from the City on the terms and conditions set forth herein.

2. Lewiston reserves the right, at its sole discretion, to inspect and reject any donated Signal Cabinet at the time of pickup to determine if the Signal Cabinets are determined to be unsuitable or otherwise not acceptable for any reason. Any donated item rejected by Lewiston shall not be accepted or transferred under this Agreement and shall remain the sole responsibility of the City.

3. The City makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Signal Cabinets donated hereby.

4. Lewiston acknowledges and accepts that the Signal Cabinets being donated by City does not include the primary central processing unit (CPU) component or any other components commonly referred to as the "brain" or the operational core of the Signal Cabinet, which must be provided for by Lewiston. Lewiston acknowledges and is aware that such components are essential

for the full operational capability of the Signal Cabinets and that their absence does not constitute a deficiency or non-conformance with the specifications of this Agreement.

5. Lewiston agrees that the City shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the Signal Cabinets provided under this agreement, whether in an action in contract, tort, or equity.

6. Lewiston assumes the sole and all risk of injury or harm as a result of the donation and use of the accepted Signal Cabinets, and agrees to release and forever discharge the City from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the Signal Cabinets and related equipment and supplies.

7. Lewiston further holds harmless and agrees to indemnify and defend the City, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of the City, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the accepted Signal Cabinets and related equipment and supplies.

8. The City and Lewiston agree to execute all instruments and documents, and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Signal Cabinets, and shall use their best efforts to consummate the transfer and donation in a timely manner.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Idaho. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

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

## **CITY OF LEWISTON**

By

Woody McEvers, Mayor

By

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Tanya M. Brocke, City Clerk

Daniel G. Johnson, Mayor

**DONATION AGREEMENT - 2**