



Coeur d'Alene

CITY COUNCIL MEETING

August 21, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
August 7, 2007**

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 Hall August 7, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy)	Members of Council Present
Woody McEvers)	
A. J. Al Hassell, III)	
Dixie Reid)	
Loren Ron Edinger)	
Deanna Goodlander)	

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

INVOCATION was led by Pastor Mike Slothower, River of Life Friends Church.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Hassell.

PRESENTATION – IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT:

Heidi Aggeler, BBC Consultant, explained what the Idaho Community Development Block Grant is and the purpose of the 5-year Consolidated Housing Plan for the City of Coeur d'Alene. She reviewed the process her consulting group has undertaken for developing the City's Consolidated Plan. She noted it is anticipated that the City could receive approximately \$300,000 a year of CDBG funds for addressing the City's low to moderate income housing needs and other urgent community development needs. She listed the eligible activities that the City can use these funds. Ms. Aggeler reviewed the scheduled public forums which are being provided as an opportunity for the community to let the City know how the CDGB funds could be spent. It is anticipated that the City Council's public hearing on the Consolidated Plan will be held on October 16, 2007. Additionally, a community survey has been sent out to residents for their input on how the funds should be allocated. Councilman Hassell asked if Ms. Aggeler believed the recent newspaper articles would affect the outcome of the proposed public forums. Ms. Aggeler responded that generally forums generate attendance from members of the professions that serve this certain population of the community.

PRESENTATION – LIBRARY FACILITY UPDATE: Project Coordinator Renata McLeod presented an update on the construction of the new Library facility. She noted that it will be an estimated additional \$78,000 or 1.2% above the original estimated project costs. These additional funds are needed to complete the library, which include all moving expenses and various change orders to the construction. She presented the

proposed timeline for the move from the old Library facility to the new facility with a projected opening date of September 10, 2007. Bette Ammon, Library Director, announced that the Friends of the Library will be having a “book brigade” where children and adults will be able to help carry books from the old Library to the new facility on August 25th.

PRESENTATION – 2007-2008 CITY BUDGET PREVIEW: Finance Director Troy Tymesen announced that the proposed budget is on the City’s web site where citizens can look at the budget and submit their questions on the budget. Mr. Tymesen will highlight these questions during the Council meetings in August prior to the public hearing to be held on September 4th. This evening Mr. Tymesen reviewed the priorities that were set by the City Council and how they are funded in this coming year’s budget. He explained the formula for converting the City’s budget into the property tax levy rate. Mr. Tymesen explained what a “fund balance” is, the purpose of a “fund balance”, and the need for a fiscally healthy city to maintain a good “fund balance”.

PUBLIC QUESTIONS COUNCIL MEETING: Mayor Bloem announced that the City Council meeting on August 21st has been dedicated to our citizens who are invited to come and ask the City Council any questions they may have on city operations/functions.

PUBLIC COMMENTS:

COUNCIL AND MAYOR COMPENSATION: Harold Hocker, 1413 E. Spokane Avenue, spoke in opposition to raising the Council and Mayor rate of compensation. He cautioned that when the City of West Sacramento, California raised their compensation only one Councilman was re-elected.

PUBLIC NOTICES OF PUBLIC HEARINGS: John Williams, 6222 Harcourt Drive, Coeur d’Alene, asked why the notices for public hearings that are mailed have not been expanded to residents beyond what is required as well as expressed his concerns of the notices posted on the subject property. Additionally, he believes that the legal notices of the public hearing in the newspaper are minimal at best. He believes that the City needs to do more than the bare minimum. He voiced his concern of a PUD that has been scheduled for a public hearing before the City Council on September 4.

MOTION: Motion by Reid, seconded by Kennedy to move Mr. Williams issues of public notices to the General Services Committee for further review. Motion carried. Councilman Edinger announced that this item will be added to the August 27th General Services Committee agenda.

CONSENT CALENDAR: Motion by Reid, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for July 17, 19, 2007.
2. Setting the Public Works Committee and General Services Committee

meetings for August 13, 2007 at 4:00 p.m.

- 3. RESOLUTION 07-052: 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 DECLARATION OF CERTAIN COMPUTER HARDWARE AS SURPLUS PROPERTY; APPROVAL OF AN AGREEMENT WITH HDR ENGINEERING FOR THE O&M MANUAL FOR THE WWTP PHASE 4A FACILITIES; APPROVAL OF A LEASE AGREEMENT WITH CRICKET COMMUNICATIONS, INC. FOR SPACE ON THE INDUSTRIAL STANDPIPE AND APPROVAL OF S-4-05 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR BELLERIVE.
- 4. RESOLUTION 07-053: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2006-2007, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2006:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$ 191,522	\$ 202,622
Administration-----	484,422	491,132
Finance Department-----	682,937	737,437
Municipal Services-----	1,045,727	1,047,827
Human Resources-----	231,978	241,878
Legal Department-----	1,082,615	1,132,615
Planning Department-----	521,304	576,254
Building Maintenance-----	402,815	
Police Department-----	7,852,908	8,029,574
K.C.J.A. Task Force-----	24,140	59,140
C.O.P.S. Grant-----	154,241	
Byrne Grant-----	77,303	133,425
Fire Department-----	5,209,058	5,233,058

General Government-----	176,631	3,370,826
Growth Services-----	1,197,829	1,383,580
US Streets/Garage-----	2,509,592	2,549,538
Parks Department-----	1,415,136	1,424,636
Recreation Department-----	727,173	874,083
Building Inspection-----	792,578	826,928

TOTAL GENERAL FUND EXPENDITURES: ~~\$24,779,909~~ \$28,871,609

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund----- \$	976,374	1,027,299
Impact Fee Fund-----	2,014,920	
Parks Capital Improvements-----	443,259	
Annexation Fee Fund-----	100,000	
Insurance / Risk Management-----	295,500	325,500
Cemetery Fund-----	300,482	
TOTAL SPECIAL FUNDS:	<u>\$ 4,130,535</u>	<u>\$4,211,460</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund----- \$	505,592	562,592
Water Fund-----	7,291,068	7,801,968
Wastewater Fund-----	10,904,960	11,104,260
Water Cap Fee Fund-----	1,160,000	
WWTP Cap Fees Fund-----	1,293,611	
Sanitation Fund-----	2,806,353	2,969,853
City Parking Fund-----	160,132	180,132
Stormwater Management-----	<u>1,348,468</u>	<u>1,380,468</u>
TOTAL ENTERPRISE EXPENDITURES:	<u>\$25,470,184</u>	<u>\$26,452,884</u>

TRUST AND AGENCY FUNDS:-----	916,688	3,308,688
STREET CAPITAL PROJECTS FUNDS:-----	2,883,200	3,081,200
2006 GO BOND CAPITAL PROJECT FUND:-	0	9,617,000
DEBT SERVICE FUNDS:-----	<u>2,537,634</u>	<u>3,237,634</u>
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$60,718,150</u>	<u>\$78,780,475</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on September 10, 2007 and September 17, 2007.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 18th day of September, 2007 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

5. Setting of public hearing for Consolidated 5-year Plan for HUD CDBG funds for October 16, 2007.
6. Setting of Legislative Appeal Hearing as requested by Tony Serticchio for

September 18, 1007.

7. Setting of public hearing for V-07-1 - vacation of excess right-of-way on 8th Street, Keller's, Addition for September 4, 2007.
8. Setting of public hearing - PUD-4-07/S-7-07 for Fernan Heights for September 4, 2007.
9. Approval of transfer for beer/wine license from "Coffeerville" to Bistro on Spruce".
10. Approval of cemetery lot transfer from Waneva Phillips to Ray C. Phillips.
11. Approval of beer/wine license for Ramos Barajas CDA d/b/a Azteca Southwest Grill.
12. Approval of Mobile Food Concession for Sean Steiner d/b/a Cornerstone Merchandising.
12. SS-18-06 - Final plat approval for Pereira Subdivision.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye. Motion carried

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY : Councilman Kennedy asked the Fire Department to present a proposal banning smoking in the City's Natural parks during the high fire threat. The proposal is in response to suggestions made by a couple after their recent experiences. They had been walking on Tubbs Hill and saw where a smoker had thrown a cigarette on the ground and had started a fire. If not for this couple and a passing jogger who put it out there could have been a devastating fire on Tubbs Hill. Fire Inspector Glenn Lauper explained that the current fire conditions are as severe as he has seen them and recommended the posting of Stage II restrictions warning signs on the City's natural Parks such as Tubbs Hill, Cherry Hill, Canfield, and Fernan Hill. This restriction includes no smoking within these areas. Councilman Edinger noted that some lots within the city are also extremely dry and are a concern. Inspector Lauper recommended that such situations be reported to the Fire Department for follow up. Councilman Reid expressed her concern that the City does not have regulations that would abate fire dangers within residential neighborhoods. Councilman Kennedy asked if the City has any means of linking City regulations to the State's Fire Danger levels. Warren Wilson responded that in response to Councilman Reid's concern, we do have weed abatement regulations for residences and in regard to the State's Stage II fire danger levels he explained that the Mayor can issue a declaration of emergency and impose certain restrictions. Mr. Wilson advised that the City Council could direct staff to prepare an ordinance that when the fire danger is classified as "Extreme" restrictions could be imposed on certain areas within the City. Fire Chief Gabriel noted that the fire danger this year is the worst that has been seen by the Fire Chiefs in the area and that it is of extreme concern since we have not yet entered into our fire season.

Mr. Wilson noted that he can write a Declaration of Emergency that the Mayor can sign as soon as tomorrow to enact immediately and then bring forward to the next Council meeting an ordinance enacting the proposed restrictions.

Council requested that staff post all public spaces with " No Smoking" signs during these fire conditions.

COUNCILMAN MC EVERS : Councilman McEvers announced that this year's election will again have a candidate's forum and invited citizens to provide questions that they would like to have asked of the candidates during the forum. The Candidates forum is planned for October 19, 2007. He noted that a citizen can go to the City's web site and submit their questions.

APPOINTMENTS: Motion by Edinger, seconded Goodlander by to appoint Art Flagan to the Jewett House Advisory Board; to re-appoint Charlie Nipp to the Lake City Development Corporation; and to appoint the following student representatives - Joshua Cooper to the Arts Commission; Brianna Moore (reappointment) to CDA TV; Cecilia Rowland-Circo to the Cemetery Advisory Board; Kacy Carson and Elliny Hiebert-Ramsey as alternate to the Childcare Commission; Alex Clark to the Library Board; Brittani Waide to the Ped/Bike Committee; Julianna Satterly to the Planning Commission; Peter Ragno and Maximillian Lee Simkins as alternate to the to the Parks and Recreation Commission, and; Brittany Riordan to the Urban Forestry. Motion carried.

ORDINANCE NO. 3305
COUNCIL BILL NO. 07-1030

AN ORDINANCE AMENDING SECTION 2.72.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CHANGING THE SALARIES OF COUNCILPERSONS TO \$8,700 DOLLARS PER YEAR EFFECTIVE JANUARY 1, 2008 AND THEN INCREASING THE SALARY TO \$9,000 PER YEAR EFFECTIVE JANUARY 1, 2009; AND CHANGING THE SALARY OF THE MAYOR TO \$28,800 DOLLARS PER YEAR EFFECTIVE JANUARY 1, 2008 AND THEN INCREASING THE SALARY TO \$32,400 EFFECTIVE JANUARY 1, 2009; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: City Administrator, Wendy Gabriel, presented a review of the history of the Mayor and Council's compensation amendments and a comparison with other cities in Idaho. She noted that the Council's responsibilities have increased beyond two Council meetings a month to include participation on several community boards and committee such as Kootenai County Emergency Medical Services System, Lake City Development Corporation, Kootenai Centennial Trail Foundation as well as the numerous internal committees. Additionally the Council and Mayor conduct numerous workshops with other organizations and entities, joint meetings with other government entities, participate in the weekly radio program, and participate in television programs. The Council also actively participates in protecting city's' interests during the Legislative

sessions and travels to Boise on behalf of the city to testify before the State Legislature. Additionally, the Council is responsible for a \$60,000,000 budget. In summary she believes that these increased responsibilities and the time requirements justify Mayor and Council compensation increases. She went on to present a comparison of Mayor/Council compensation rates with other Idaho cities. She noted that the top Idaho cities' Mayor median compensation is \$41,754 with our current rate at \$24,000. She also noted that although our Mayor's position is classified as part-time, the hours required to fulfill the expected responsibilities makes this a full-time position. She also presented a proposed range of percentage increases if the Council did want to classify the Mayor's position less than full time.

In regard to Council compensation she noted that the average compensation for Council is \$8,602 and the City is currently at \$8,400 with a median of \$8,474.

In summary she presented options for Council consideration that could be incorporated into an ordinance effective from Jan. 1 2008 and again in Jan. 1, 2009.

COUNCIL DISCUSSION: Councilman Reid noted that she believes that no one does this for the money but rather that they love the city they live in; however, in reality it does cost council members their time away from their business or source of income. Regardless of Council compensation, she believes that the time requirement for the Mayor of our city today is approximately 40 hours a week. Although she does believe it should not go up beyond \$30,000, she does want to see an incremental increase each year for the Mayor's compensation. Mayor Bloem, in response to Councilman Goodlander's question, noted that on an average she attends between 35-41 meetings a month. Councilman Goodlander also commented that although she does not believe we should create a full time Mayor position she is in favor of compensation in the 70% range.

MOTION: Motion by Hassell, seconded by Kennedy to increase the mayor's annual salary to \$28,800 effective on January 1, 2008 and then to \$32,400 effective on January 1, 2009.

DISCUSSION: Councilman Edinger believes that the Mayor's compensation should be adjusted.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye. Motion carried.

MOTION: Motion by Hassell, seconded by Reid to increase the Councils compensation \$8,700 effective January 1, 2008 and then increase the salary to \$9,000 effective January 1, 2009.

DISCUSSION: Councilman Reid noted that above the regular Council meetings, there are a total of 20 additional committees that Council members serve on. Councilman Hassell also noted that each Council meeting requires the Council to read through their packets which is a minimum of 100 up to over 200 pages and includes reviewing

ordinances, contracts, leases and agreements. Councilman Edinger commented that he has never voted for a salary increase for the Council as he believes that a resident runs for the opportunity to improve the City they live in and for the betterment of their family.

ROLL CALL: Edinger, No; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, No; Reid, Aye. Motion carried.

Motion by Reid, seconded by Goodlander to pass the first reading of Council Bill No. 07-1030.

DISCUSSION: Councilman Edinger noted that he is in favor of increasing the Mayor's rate of compensation but not the Council's compensation. ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, No; Hassell, Aye. Motion carried.

Motion by Hassell, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 07-1023 by its having had one reading by title only.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, No; Hassell, Aye. Motion carried.

ORDINANCE NO. 3306
COUNCIL BILL NO. 07-0128

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 5,575 SQ. FT. PARCEL AT 1401 NORTH 3RD STREET AND LEGALLY DESCRIBED AS LOT 6 BLOCK 29, SHERMAN ADDITION TO COEUR D'ALENE IN SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by McEvers to pass the first reading of Council Bill No. 07-1028.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

Motion by Hassell, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 07-1028 by its having had one reading by title only.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

ORDINANCE NO. 3307

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-8 (RESIDENTIAL AT 8 UNITS PER/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 0.791 ACRE PARCEL AT 4040 & 4082 N. PLAYER DRIVE, AND LEGALLY DESCRIBED AS LOTS 4 AND 5, BLOCK 1, FAIRWAY MEADOWS SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by McEvers to pass the first reading of Council Bill No. 07-1029.

ROLL CALL: McEvers, Aye; Reid, Aye; Edinger, No; Hassell, No; Goodlander, Aye; Kennedy, Aye. Motion carried.

Motion by McEvers, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 07-1029 by its having had one reading by title only.

ROLL CALL: McEvers, Aye; Reid, Aye; Edinger, No; Hassell, No; Goodlander, Aye; Kennedy, Aye. Motion carried.

ADJOURNMENT: Motion by Reid, seconded by Edinger that, there being no further business, this meeting is adjourned. Motion carried

The meeting recessed at 8:37 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC, City Clerk

RESOLUTION NO. 07-054

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 BID AWARD AND CONTRACT WITH GINNO CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE FIRE DEPARTMENT ADMINISTRATION BUILDING; APPROVAL OF AN AGREEMENT WITH SCHOOL DISTRICT 271 FOR THE 2007/2008 SCHOOL RESOURCE OFFICER; APPROVAL OF A CONTRACT WITH H2O WELL SERVICE FOR THE INSTALLATION OF A TEST WELL IN THE HAWK'S NEST SUBDIVISION AND APPROVAL OF CHANGE ORDER NO. 1 TO THE AGREEMENT WITH INTERSTATE CONCRETE & ASPHALT FOR THE RAMSEY ROAD RECONSTRUCTION PROJECT.

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 "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Bid Award and Contract with Ginno Construction, Inc. for the construction of the Fire Department Administration Building;
- 2) Approval of an Agreement with School District 271 for the 2007/2008 School Resource Officer;
- 3) Approval of a Contract with H2O Well Service for the installation of a test well in the Hawk's Nest Subdivision;
- 4) Approval of Change Order No. 1 to the Agreement with Interstate Concrete & Asphalt for the Ramsey Road Reconstruction Project;

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 "1 through 4" 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 21st day of August, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: August 15, 2007

From: Kenny Gabriel, Fire Chief

Re: Bid Acceptance

DECISION POINT: Should Mayor and Council accept construction bid for the Fire Department Administration Building.

HISTORY: Through a successful General Obligation Bond election, the Fire Department received funds to build an administration building next to Fire Station #1. We have gone through the bid process and are ready to award a bid for construction to Ginno Construction Company.

FINANCIAL ANALYSIS: The base bid is not to exceed \$1,196,000 dollars. Staff is working with the contractor and architect to look at possible deducts. This is within our budgeted range.

PERFORMANCE ANALYSIS: All specs have been reviewed by staff and fit the requirements of the bid. We anticipate construction to begin the first of the year.

DECISION POINT/RECOMMENDATION: To accept construction bid from Ginno Construction for construction of Fire Department administration building.

DRAFT

CONTRACT

THIS CONTRACT, made and entered into this 21st day of August, 2007, 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 the "**CITY**", and **GINNO CONSTRUCTION**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 106 Poplar Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **construction the Fire Department Administration Building** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of said city, which plans and specifications are incorporated herein by reference.

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 the Fire Department Administration 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 Fire Chief of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR's** acts or omissions in performance of this contract. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policies 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 **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

DRAFT

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** 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 One Million Nine Hundred Sixty Thousand Dollars and no/100's (\$1,960,000.00) as hereinafter provided. Partial payment shall be made on the fourth 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). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be _____ calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City herein.

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 monies due, liquidated damages at the rate of \$1,000.00 per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

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.

DRAFT

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 hereunder 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.

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 in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore 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**, and the **CONTRACTOR** has caused the same to be signed the day and year first above written.

CITY OF COEUR D'ALENE,

**CONTRACTOR:
GINNO CONSTRUCTION**

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

TO: Mayor and City Council

FROM: Wendy Carpenter
Chief of Police

SUBJECT: School Resource Officer and DARE agreement between the Coeur d'Alene
School District #271 and the City of Coeur d'Alene

DATE: August 13, 2007

Decision Point: Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer and DARE programs with School District #271 for fiscal year 2007-2008.

History: The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates. The City of Coeur d'Alene has maintained a DARE program in the elementary schools since 1990. This program has also been deemed successful by both the Police Department and the School District.

Financial Analysis: The school district has agreed to pay 50% of the personnel costs associated with these two programs. In addition they have agreed to pay 100% of overtime personnel costs associated with school activities beyond the regular school day.

Performance Analysis: The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved. The impact of the DARE program has been difficult to quantify. The feedback regarding its impact has always been positive.

Quality of Life Analysis: The SRO and DARE programs have provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point: Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer and DARE programs with School District #271 for fiscal year 2007-2008. The School District is committed to this program and has already signed the 2007-2008 contract with the intention of maintaining this program.

Wendy Carpenter
Chief of Police

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2007-2008

THIS AGREEMENT is entered into this 6th day of August, 2007, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide five (5) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses and one (1) D.A.R.E. Officer to provide drug prevention training in elementary schools of the DISTRICT, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for officers who perform this service,

including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at all elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and

4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and

2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training will take place at all elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers and D.A.R.E. Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers and D.A.R.E. Officer are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers and D.A.R.E. Officer, and shall maintain liability insurance, or self insurance

as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers and D.A.R.E. Officer including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of One Hundred Seventy Four Thousand Ninety One Dollars and 13/100 (\$174,091.13) to be paid quarterly.

In addition to the above, the CITY will provide a monthly billing for officer overtime incurred during the previous month. DISTRICT will render payment within thirty (30) days of receipt of the CITY'S billing.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2007-2008 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before June 1, 2008, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VI. SUCCESSORS-IN-INTEREST AND ASSIGNS

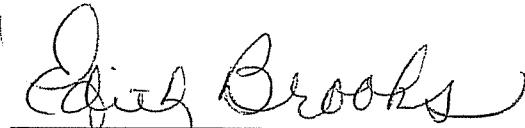
All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the _____ day of _____, 2007, pursuant to Resolution No. 07-____, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL DISTRICT #271

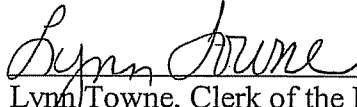
By: _____
Sandi Bloem, Mayor

By: 
Edith Brooks, Chairperson

Attest:

Attest:

Susan K. Weathers, City Clerk


Lynn Towne, Clerk of the Board

APPROVED as to form and legality this _____ day of _____, 200__.

By: _____
Michael C. Gridley, City Attorney

By: 
Charles Dodson, Attorney for School District 271

School Resource Officer and DARE Program Costs For FY 2007-2008

Estimated WAGES
FY 2007-08

	Annual	9 months	Training	Total	50%
McCormick	81,432.00	61,074.00	2,000.00	63,074.00	31,537.00
Shiflett	71,050.00	53,287.50	2,000.00	55,287.50	27,643.75
Sparks (DARE)	72,092.00	54,069.00	2,000.00	56,069.00	28,034.50
Spranget	71,352.00	53,514.00	2,000.00	55,514.00	27,757.00
TenEyck	79,279.00	59,459.25	2,000.00	61,459.25	30,729.63
Todd	73,038.00	54,778.50	2,000.00	56,778.50	28,389.25

Wages/Benefits/Training	\$ 174,091.73
Total Paid by School Dis.	\$ 174,091.73

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 21, 2007
FROM: Terry W. Pickel, Assistant Superintendent, Water Department
SUBJECT: Approval of Contract for drilling of Hawk's Nest Test Well

=====

DECISION POINT: Staff requests Committee approval of a contract with H2O Well Services to drill a 6" test well in the Hawk's Nest Subdivision for establishment of a proposed new municipal well site.

HISTORY: A requirement of the approval of the Hawk's Nest Subdivision was that they dedicate a well site for future use by the City. The condition allowed for the City to drill a 6" test well to verify water quality and quantity and requires them to provide alternate sites should the first one prove to be unsuitable. The site designated by the developer is in the proposed third addition, north of the Industrial Standpipe. This site would be served by two 12" mains connecting to Hanley Avenue and Atlas Road. At current growth rates it is expected that the production well will be required by approximately year 2010.

FINANCIAL ANALYSIS: Staff requested five quotations from local area drillers for the proposed test well. Two quotations were received by the closing date with the lowest quotation, which was supplied by H2O Well Services, of \$34,750 including the specified additional development of the well to achieve the highest water quality samples, sieve analyses to determine the proper screen slot sizing for the future production well, and specific capacity tests to determine the maximum yield of the aquifer in this area for future pump sizing. This quote is well within the original engineering estimate for the project. Although there is not a current line item in the 2007 budget for this project, due to the developer currently working on infrastructure installation for the second and third phase, staff decided that this project should move forward quickly. The funding source for the test well will be from cap fees.

PERFORMANCE ANALYSIS: The drilling of a preliminary test well will allow the City to better determine whether the water quality at this site meets the specific guidelines established by the Safe Drinking Water Act for potable drinking water prior to investing a great deal of resources in a production well. It will also give staff and the designer of the future production well the expected quantity of water available to properly size the future well and all related pumping equipment. In addition it will be beneficial to our knowledge of the geologic make up of the aquifer in this area for any other future sites. Should the test well indicate that the site is not suitable for this purpose, we will negotiate an alternate site in the subdivision and drill another test well there.

QUALITY OF LIFE ANALYSIS: The comprehensive plan shows a future large municipal well being needed in this area to adequately supply water to our customers in the High Zone. Projections utilizing the current rate of growth indicate that we will need to have a well in this general area by the year 2010. The test well will help confirm water quality for the proposed site.

DECISION POINT/RECOMMENDATION: Staff is asking for approval by City Council of a contract with H2O Well Services for the drilling of the Hawk's Nest 6" Test Well in anticipation of future construction of a municipal production well at this site.

CONTRACT

THIS CONTRACT, made and entered into this 21st day of August, 2007, 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 the "**CITY**", and **H2O WELL SERVICES**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 582 W. Hayden Ave. Hayden Lake, ID 83835, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **installation of a test well in the Hawk's Nest Subdivision** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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 complete improvements 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 City Water Superintendent, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR's** actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate 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 **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed *Thirty-Four Thousand Seven Hundred Fifty and No/100 Dollars (\$34,750.00)*.

Partial payment shall be made on the fourth 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). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **60** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

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 monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

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 hereunder 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.

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 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 in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
H2O WELL SERVICES**

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

CITY COUNCIL STAFF REPORT

DATE: August 21, 2007
FROM: Richard F. Suchocki, Project Manager
SUBJECT: Approval of Change Order No.1 Ramsey Rd Reconstruction Project

DECISION POINT

Staff is requesting City Council approval of change order number 1 to balance the final quantities for the Ramsey Rd Reconstruction Project.

HISTORY

City Council approval is necessary to amend the contract with Interstate concrete & Asphalt.

FINANCIAL ANALYSIS

The total cost of this change order is \$44,772.18 which is 3% over the original contract amount. This project is funded through water, wastewater stormwater, Lakes Highway District and Impact fees. This increase will be funded out of impact fees.

PERFORMANCE ANALYSIS

This is a final change order to balance the final quantities for the Ramsey Rd Reconstruction Project. The majority of the increase is due to additional quantities in asphalt and asphalt removal. Due to the efforts of the contractor and their subcontractors they were able to complete the major construction and open the road to six weeks ahead of schedule.

QUALITY OF LIFE ANALYSIS

This project has completed the widening of the Ramsey corridor from Appleway to Prairie Ave.

DECISION POINT/RECOMMENDATION

Staff recommends a motion to approve change order no 1 and a resolution to amend the contract with Interstate Concrete & Asphalt.

CHANGE ORDER

NUMBER 1

PROJECT: Ramsey Rd Reconstruction Project OWNER: City of Coeur d'Alene

EFFECTIVE DATE: March 20, 2007

**CONTRACTOR: Interstate
Concrete & Asphalt**

You are directed to make the following changes in the Contract Documents

Description: To balance the final construction quantities.

Total cost of Change Order: \$44,772.18

Increase

CHANGE IN CONTRACT AMOUNT:

CHANGE IN CONTRACT TIMES

Original Amount \$1,510,487.70

Original contract Days

Net Changes from Previous
Change Orders none

Original Completion Date

Prior Contract Price \$1,510,487.70

Net Changes from Previous
Change Order (days)

Net Increase \$44,772.18

Contract Days Prior to
This Change Order

Revised Contract Amount \$1,555,259.88

Net Increase/Decrease of
This Change Order (days)

Revised Contract Days

Revised Completion Date

PREPARED:

APPROVED:

ACCEPTED:

BY *Andrea F. Schubert* BY _____

BY *Jack [Signature]*

TITLE PROJECT MANAGER OWNER _____

CONTRACTOR ICA

DATE 9 AUG 07 DATE _____

DATE 8/14/07

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: August 13, 2007

From: Kenny Gabriel, Fire Chief

Re: Bids for three (3) Command/Staff Vehicles

DECISION POINT: For Mayor and Council to approve bids for the purchase of three (3) command/staff vehicles.

HISTORY: In the Fire Department's vehicle replacement plan we are scheduled to replace the command/staff vehicles for Fire Chief, and both Deputy Chiefs. We have funds in place to purchase the three (3) vehicles now. We also will be able to give vehicles to other City Departments as they have maintained very well.

FINANCIAL ANALYSIS: We went through the competitive bid process for three (3) vehicles fully equipped for emergency response. Boise Mobile Equipment (BME) was the sole bidder for a price of \$138,900 for the three (3) vehicles. The funds have been identified in the General Obligation Bond and are available.

PERFORMANCE ANALYSIS: Chief Officers serve as Department response chiefs. We carry a large amount of equipment ranging from personal protective equipment for structural and Wildland fires, emergency medical equipment, and a library of resources material. A vehicle large enough to carry all necessary equipment as well as giving us the ability to have room for passengers is vital to our operations. We have done a great deal of research on available models, price, reliability, maintenance issues, mileage, and availability. Only the Chevrolet Tahoe has what we were looking for as well as an emergency services package for the electrical system. That is the vehicle BME has in the bid.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve bid from BME for three (3) command/staff vehicles.

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

Aug -
Dal
erto
2007

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd 143.81
Rec No 279391
Date _____
Date to City Council: 8/21/07
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00

Business Name	4 th STREET BEVERAGE SHACK	
Business Address	2020 10 th 4 th	
City State Zip	Coeur d' Alene Id. 83854	
Business Contact	Telephone Number:	Fax:
	661-2807	
Manager Name	Greg Z Love	
Manager Home Address	10944 W. Crystal Bay Rd Post Falls Id	
Manager Information	Social Security No/	Date of Birth _____
Manager Contact	Telephone: 773-6584-Cell: 661-2807 e-mail: plaza@verizon.net	
Manager Place of Birth	Billings Montana	
License Applicant	Gregory Z Love	
Filing Status (circle one)	<input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Other	
Address of Applicant	10944 W. Crystal Bay Rd Post Falls, Id. 83854	
Applicants Prior Address for past five years	902 Shoreline Dr. Post Falls, Id. 83854	
Applicants Prior Employment for past 5 years	Self	

ANNOUNCEMENTS

Memo to Council

DATE: August 14, 2007

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the August 21st Council Meeting:

STEVE MCCREA

LIBRARY BOARD

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Bette Ammon, Library Board Liaison

OTHER BUSINESS

ORDINANCE NO. 3308

EMERGENCY PROCLAMATION

AN ORDINANCE DECLARING AN EMERGENCY AND BANNING SMOKING AND ALL ACTIVITIES CAPABLE OF CREATING AN OPEN FLAME ON ALL CITY OWNED OPEN SPACE/NATURAL AREAS INCLUDING: TUBBS HILL, CHERRY HILL PARK, CANFIELD MOUNTAIN TRAIL AREA AND VETERAN'S CENTENNIAL PARK; PROVIDING THAT VIOLATIONS OF THIS ORDINANCE SHALL BE A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$1,000.00 DOLLARS OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; TEMPORARILY SUSPENDING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE UPON POSTING IN FIVE PUBLIC PLACES WITHIN THE CITY LIMITS.

WHEREAS, the Coeur d'Alene Fire Department has requested an immediate proclamation of emergency to prohibit smoking, burning, fireworks and open flames on all city owned open space areas based on the extreme fire danger in the area; and

WHEREAS, the National Interagency Fire Center has indicated that the national fire preparedness level is at its highest level (5 on a scale of 1 to 5), indicating that wild land fire fighting capabilities are severely stretched; and

WHEREAS, there are currently 41 large fires burning across the country including 14 in Idaho, 14 in Montana, 7 in Oregon and 3 in Washington; and

WHEREAS, George Bacon, Director of the Idaho Department of Lands, ordered stage II fire restrictions be observed on all public and private lands outside of incorporated cities in Kootenai County; and

WHEREAS, Stage II fire restrictions prohibit smoking, building fires and other activities that generate flames; and

WHEREAS, There have been four fires on Tubbs Hill this year, two of which were caused by smoking; and

WHEREAS, The traditional high season for wild land fires in the Coeur d'Alene area does not begin until mid August and runs through the end of September; and

WHEREAS, the City's open space areas are a treasure to the community and are in close proximity to homes and forested areas that could be destroyed in the event of a fire; and

WHEREAS, the extreme risk of fire in North Idaho and the City of Coeur d'Alene constitutes an impending danger requiring immediate enforcement of measures to reduce the risk of a fire in the City's open space areas.; and

WHEREAS, Idaho Code Section 50-901 authorizes the Mayor to proclaim emergencies in situations of impending danger. NOW, THEREFORE,

It is proclaimed by the Mayor of the City of Coeur d'Alene that:

SECTION 1.

The extreme risk of fire in the Coeur d'Alene area constitutes an emergency requiring the immediate enforcement of measures to reduce the risk of fire in the City's open space areas.

SECTION 2.

Smoking and all activities capable of generating an open flame are prohibited on all publicly owned natural/open space areas within the City limits including: Tubbs Hill, Cherry Hill Park, Canfield Mountain Trail area and the Veteran's Centennial Park on Fernan Hill. The provisions of this proclamation/ordinance shall be in effect until October 1, 2007.

SECTION 3.

Any violation of this proclamation/ordinance shall be a misdemeanor punishable as provided by Municipal Code section 1.28.010.

SECTION 4.

All ordinances and parts of ordinances in conflict with this ordinance are hereby temporarily suspended.

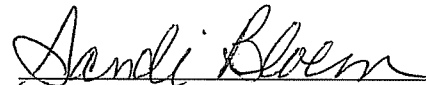
SECTION 5.

Neither the adoption of this proclamation/ordinance nor the suspension of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this proclamation/ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this proclamation/ordinance.

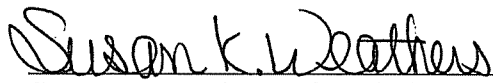
SECTION 6.

The provisions of this proclamation/ordinance shall be effective once posted in five public places within the City limits.

APPROVED, ADOPTED and SIGNED this 8th day of August, 2007.


Sandi Bloem, Mayor

ATTEST:


Susan K. Weathers, City Clerk



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 6/30/07	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/07
General-Designated	\$1,181,139	\$56,287	\$20,275	\$1,217,151
General-Undesignated	1,728,890	21,659,224	18,904,904	4,483,210
<u>Special Revenue:</u>				
Library	(112,080)	369,881	82,236	175,565
Cemetery	14,763	23,654	25,739	12,678
Parks Capital Improvements	777,125	10,398	46,167	741,356
Impact Fees	3,051,735	62,306		3,114,041
Annexation Fees	232,567	973		233,540
Insurance	1,979,518	48,280	10,857	2,016,941
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	743,840	529,712		1,273,552
LID Guarantee	174,259	1,852		176,111
LID 124 Northshire/Queen Anne/Indian Meadows	61,342			61,342
LID 127 Fairway / Howard Francis	65,214			65,214
LID 129 Septic Tank Abatement	233,012	344		233,356
LID 130 Lakeside / Ramsey / Industrial Park	163,172	1,025		164,197
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	20,386			20,386
LID 137 Govt Way / Kathleen / WWTP Cap Fees	26,988	341		27,329
LID 143 Lunceford / Neider	37,993	1,003		38,996
LID 145 Government Way	70,527	1,846		72,373
LID 146 Northwest Boulevard	174,342	13,580		187,922
LID 148 Fruitland Lane Sewer Cap Fees	21,315			21,315
<u>Capital Projects:</u>				
Street Projects	1,006,264	4,648	1,174,654	(163,742)
2006 GO Bond Capital Projects	2,193,438	1,150,000	963,578	2,379,860
<u>Enterprise:</u>				
Street Lights	(35,979)	38,713	34,883	(32,149)
Water	611,240	387,425	408,191	590,474
Water Capitalization Fees	1,759,725	48,317	8,720	1,799,322
Wastewater	6,764,576	545,790	448,839	6,861,527
Wastewater-Reserved	1,690,693	27,500		1,718,193
WWTP Capitalization Fees	2,976,244	115,583	2,788	3,089,039
WW Property Mgmt	60,668			60,668
Sanitation	272,123	265,957	238,052	300,028
Public Parking	544,869	12,698	5,506	552,061
Stormwater Mgmt	346,801	110,629	51,598	405,832
Water Debt Service	148	1		149
Wastewater Debt Service	806	3		809
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	163,846	183,991	163,846	183,991
LID Advance Payments	5,400	3	4,912	491
Police Retirement	1,308,705	154,654	100,107	1,363,252
Cemetery P/C	1,973,255	5,400		1,978,655
Sales Tax	1,083	1,204	1,083	1,204
Fort Sherman Playground	6,314	27		6,341
Jewett House	19,248	81	2,189	17,140
KCATT	3,216	14		3,230
Reforestation	192,251	6,186	7,349	191,088
CdA Arts Commission	3,145	1,417	4,546	16
Public Art Fund	(37,515)		7,500	(45,015)
Public Art Fund - LCDC	100,939	423	17,500	83,862
Public Art Fund - Maintenance	73,220	307	36	73,491
KMPO - Kootenai Metro Planning Org	37,040	18,192	19,466	35,766
BID	115,533	26,603		142,136
Homeless Trust Fund	270	224	270	224
GRAND TOTAL	\$32,803,614	\$25,886,696	\$22,755,791	\$35,934,519

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2007	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$159,272	\$135,221	85%
	Services/Supplies	32,250	25,189	78%
Administration	Personnel Services	432,434	356,277	82%
	Services/Supplies	51,988	39,722	76%
Finance	Personnel Services	559,360	435,615	78%
	Services/Supplies	123,577	113,682	92%
Municipal Services	Personnel Services	628,167	523,252	83%
	Services/Supplies	417,560	317,677	76%
	Capital Outlay			
Human Resources	Personnel Services	179,426	151,829	85%
	Services/Supplies	52,552	23,431	45%
Legal	Personnel Services	996,154	852,559	86%
	Services/Supplies	86,461	85,906	99%
	Capital Outlay			
Planning	Personnel Services	444,304	364,367	82%
	Services/Supplies	77,000	63,216	82%
Building Maintenance	Personnel Services	193,815	132,118	68%
	Services/Supplies	209,000	180,784	86%
	Capital Outlay			
Police	Personnel Services	7,073,406	5,927,523	84%
	Services/Supplies	558,508	476,319	85%
	Capital Outlay	220,994	178,437	81%
Fire	Personnel Services	4,837,284	4,059,091	84%
	Services/Supplies	371,774	298,725	80%
	Capital Outlay			
General Government	Personnel Services	49,649	5,214	11%
	Services/Supplies	126,982	3,276,259	2580%
Byrne Grant (Federal)	Services/Supplies	77,303	39,322	51%
COPS Grant	Services/Supplies	154,241	77,962	51%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	48,439	201%
	Capital Outlay		17,500	
US Streets	Personnel Services	1,686,466	1,298,423	77%
	Services/Supplies	483,126	369,215	76%
	Capital Outlay	340,000	103,965	31%
Growth Services	Personnel Services	544,329	304,132	56%
	Services/Supplies	653,500	76,623	12%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2007	PERCENT EXPENDED
Parks	Personnel Services	981,686	734,590	75%
	Services/Supplies	344,450	243,485	71%
	Capital Outlay	89,000	84,506	95%
Recreation	Personnel Services	530,273	394,923	74%
	Services/Supplies	160,400	129,117	80%
	Capital Outlay	36,500	152,760	419%
Building Inspection	Personnel Services	751,928	601,830	80%
	Services/Supplies	40,650	45,076	111%
Total General Fund		<u>24,779,909</u>	<u>22,744,281</u>	<u>92%</u>
Library	Personnel Services	786,169	631,280	80%
	Services/Supplies	139,205	140,479	101%
	Capital Outlay	51,000	33,812	66%
Cemetery	Personnel Services	155,252	125,855	81%
	Services/Supplies	103,230	80,697	78%
	Capital Outlay	42,000	39,713	95%
Impact Fees	Services/Supplies	2,014,920	686,830	34%
Annexation Fees	Services/Supplies	100,000	100,000	100%
Parks Capital Improvements	Capital Outlay	443,259	192,294	43%
Insurance	Services/Supplies	295,500	238,145	81%
Total Special Revenue		<u>4,130,535</u>	<u>2,269,105</u>	<u>55%</u>
Debt Service Fund		<u>2,537,634</u>	<u>2,228,206</u>	<u>88%</u>
Ramsey Road	Capital Outlay	1,660,200	1,290,283	78%
Govt Way	Capital Outlay		6,925	
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay	200,000	330,131	165%
4th St - Anton to Timber	Capital Outlay		3,302	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	823,000	53,024	6%
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay	200,000	250,481	125%
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		3,864,236	
Fire Dept GO Bond Expenditure	Capital Outlay		2,293,611	
Total Capital Projects Funds		<u>2,883,200</u>	<u>8,091,993</u>	<u>281%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2007	PERCENT EXPENDED
Street Lights	Services/Supplies	505,592	386,845	77%
Water	Personnel Services	1,174,554	926,869	79%
	Services/Supplies	2,817,514	961,725	34%
	Capital Outlay	2,961,000	2,593,862	88%
	Debt Service	338,000	341,405	101%
Water Capitalization Fees	Services/Supplies	1,160,000		
Wastewater	Personnel Services	1,791,255	1,370,115	76%
	Services/Supplies	3,307,741	1,227,679	37%
	Capital Outlay	5,388,114	2,916,571	54%
	Debt Service	417,850	70,000	17%
WW Capitalization	Services/Supplies	1,293,611		
Sanitation	Services/Supplies	2,806,353	2,208,850	79%
Public Parking	Services/Supplies	160,132	128,816	80%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	341,865	273,692	80%
	Services/Supplies	506,603	285,968	56%
	Capital Outlay	500,000	223,177	45%
Total Enterprise Funds		25,470,184	13,915,574	55%
Kootenai County Solid Waste			1,524,042	
Police Retirement		242,150	197,063	81%
Cemetery Perpetual Care		101,500	75,884	75%
Jewett House		29,038	13,754	47%
Reforestation		54,000	37,081	69%
CdA Arts Commission		4,600	5,386	117%
Public Art Fund		100,000	114,297	114%
Public Art Fund - LCDC		60,000	41,170	69%
Public Art Fund - Maintenance		1,000	335	34%
Fort Sherman Playground		2,000	138	7%
KMPO		190,400	413,328	217%
Business Improvement District		126,000	60,000	48%
Homeless Trust Fund		5,000	2,480	50%
Total Trust & Agency		915,688	2,484,958	271%
TOTALS:		\$60,717,150	\$51,734,117	85%