

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

AGENDA

VISION STATEMENT

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

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org anytime prior to 4:00 p.m. the day of the meeting.

*The meeting will be aired on Zoom meeting network with the following options:
<https://zoom.us/j/99918005838> Password: 522103 or Dial: US : +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

July 21, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Pace Hartfield with One Place Church

C. PLEDGE OF ALLEGIANCE:

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time.

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

F. PRESENTATION:

1. FISCAL YEAR 2020- 2021 BUDGET INFORMATION UPDATE

Presented by: Troy Tymesen, City Administrator

2. ROLES AND RESPONSIBILITIES IN GOVERNMENT

Presented by: Mike Gridley, City Attorney

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

G. ANNOUNCEMENTS:

- 1. City Council**
- 2. Mayor**

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

1. Approval of Council Minutes for the July 7 and July 8, 2020 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, July 27, 2020 at 12:00 noon.
5. Setting of a Public Hearing on August 18, 2020 for ZC-2-20; by applicant Thomas Fisher for property located at 217 W. Cardwell Drive, to be zoned from R-12 to C-17.

I. OTHER BUSINESS:

1. Endorsement of St. Vincent de Paul of North Idaho as an EnVision Center at the existing HELP Center.

Staff Report by: Hilary Anderson, Community Planning Director

2. **Resolution No. 20-039** - Approving a contract for design and construction engineering and consultant services with Keller Associates for the new Huetter Well in the amount of \$218,930.00.

Staff Report by: Terry Pickel, Water Department Director

3. **Resolution No. 20-040** - Approving the award of bid and agreement with Coleman Oil for fuel services for one year with options for three additional one-year terms.

Staff Report by: Tim Martin, Street and Engineering Superintendent

4. Council Liaison Discussion

Presentation by: Councilmember Gookin

J. ADJOURNMENT

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



Coeur d'Alene

CITY COUNCIL MEETING

July 21, 2020

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS

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Fiscal Year 2020-2021 Budget Information Update

1

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Changes to Expenses from Preliminary Budget

Total Expenses – Preliminary Budget	\$103,916,071
Health Insurance Increase 1.8% GF	+72,333
Health Insurance Increase 1.8% Enterprise	+13,585
Administration – Decrease to Travel/Training	-1,000
MS – decrease to Software Licensing	-18,358
MS – decrease to Automation Plan	-78,850
MS – decrease to Communications	-15,115
Police – 2 Sergeant positions	-249,646
Police – Property Specialist position	-45,248

2

Changes to Expenses from Preliminary Budget – cont.

Police .5 decrease to Code Enforcement	-\$27,163
Fire – PT Dept Specialist to Full-time	-45,599
Library – Reference Clerk Position	-60,480
Drainage – budget changes*	96,000
Total Revised Expenses	\$103,556,530

* See detail in packet of previous questions from prior workshop

3

Additional Cuts to Services and Supplies - General Fund

Administration – travel & training	\$400
Finance – audit services – no increase	\$2,500
Finance – travel and training elimination	\$4,400
HR – Citifit elimination	\$3,000
HR – drug & alcohol testing	\$550
HR – office supplies	\$280
Police 5% decrease to all services & supplies	\$80,860
Streets – Public Transportation	\$5,000
Streets – R/M Grounds, Asphalt	\$3,000
Streets – Equipment Rental	\$5,000

4

Additional Cuts to Services and Supplies - Continued

Building Inspection – Office Supplies	\$370
Building Inspection – Minor Equipment	\$300
Building Inspection – Travel & Training	\$400
OTHER FUNDS:	
Library – office supplies reduction	\$2,250
Library – travel & training reduction	\$500
Water – services and supplies	\$119,000
Wastewater – Operating Supplies - Plant	\$100,000

5

Estimated Fund Balance

Unassigned Fund Balance at 9/30/19	\$9,057,245
19/20 Budgeted Use of Fund Balance	(\$1,000,573)
19/20 Medical Trust transfer from Fund Balance	(\$1,400,000)
19/20 Purchase of 1516 & 1620 Sherman Ave	(\$310,000)
19/20 Retirement payouts	(\$219,000)
Projected Fund Balance 9/30/2020	\$6,127,672
2020/2021 Budgeted Use of Fund Balance	(\$1,500,000)
Projected Fund Balance 9/30/2020	\$4,627,672
Projected 9/30/20 Fund Balance - % of Revenues	14.32%
Projected 9/30/21 Fund Balance - % of Revenues	10.70%

6



7

Roles and Responsibilities of City Officials



Presented by:

Jerry Mason

Jim McNall

1

Executive Responsibilities

- Separation of Powers.
 - Executive Branch: The mayor is the chief administrative officer of the city.
 - Supervises city employees, subject to city Personnel Rules, policies and contracts.
 - Presides over city council meetings.
 - Ensures local laws (ordinances) are enforced.
 - May call special council meetings, require accounts/reports from officers, & carry out police powers established by ordinance or state law.
 - May break tie votes of council and veto ordinances (veto subject to majority council override).

2

Council Responsibilities

- Separation of Powers.
 - Legislative Branch: The council is the legislative body of the city.
 - Passes local laws (ordinances) that must not conflict with state or federal law or Constitutional provisions.
 - Approves annual budget & property tax levy.
 - Approves payment of city bills.
 - Receives reports & examines fiscal accounts.
 - Approval of appointed positions.

3

Role of the Mayor

- Assign employees
- Oversee and evaluate employees
- Determine priorities, subject to Council budget decisions
- Implement choices made by Council
- Coordinate administrative functions
- Make personnel decisions – except appointees (shared with Council)

4

Role of the Council

- Adopt a personnel policy and keep updated.
- Adopt other policies , working with the Mayor, such as:
 - Use of City vehicles.
 - Purchasing – who, when, how much.
 - Computer usage to include internet and e-mail.
- Adopt the budget to include salary/wage rates for City positions.
- Share concerns regarding employee performance or behavior with the Mayor.

5

Council Member Authority

- Authority of Individual Council members.
 - The council sets policy for the city and exercises its authority as a single body, operating in public meetings preceded by notice.
 - Some cities appoint councilmembers to serve as liaisons to certain city departments to improve communication. Do so with care – or not at all!
 - An individual councilmember has no authority to supervise, discipline or fire city employees.

6

ANNOUNCEMENTS

CONSENT CALENDAR

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

July 7, 2020

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 July 7, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin) Members of Council Present
WoodyMcEvers)
Christie Wood)
Dan English)
Amy Evans)
Kiki Miller)

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

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

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

PUBLIC COMMENTS:

Jannette Laster, Coeur d'Alene, noted that she was the executive director of the Human Rights Institute. She wanted to provide the City with feedback she received recently regarding the public safety and human rights issues. She noted that it is challenging to provide expeditious information to the community but felt it was important to provide a concise and consistent message to give the community assurances. She felt some people give a sanitized version of Coeur d'Alene to protect tourists, but she is asking leadership to take action and to make policy change to discourage traumatic and racist symbols being placed on the streets of CDA. She noted that white supremacy and racism are still around us based on social media feeds. She provided a document regarding the 7 hate groups tracked in Idaho by the Southern Poverty Law Center. She reviewed the history of the confederate battle flag, noting that the flag has a place in history but it is now divisive. She noted that the city has ignored some of the recommendations from ICAP, which is a legal team from Georgetown University. She felt the community views it as ignoring the recommendations, although communication is taking place, the team has not communicated that to the public well. The team is looking at the Idaho State Constitution and requests to remove these types of symbols. There has been a lot of discussion regarding armed people downtown and it was intimidating to citizens that should also be protected. She relayed a story about a mixed-race couple that was intimidated by the armed people downtown.

Councilmember Gookin asked if the incident that occurred downtown was reported to the police. Ms. Laster noted that it was not. Councilmember Gookin asked the City Attorney if the city can ban a symbol. Mr. Mike Gridley confirmed the City could not ban symbols. Councilmember Wood noted that in reference to the symbols on vehicles within a parade was discussed between the Kootenai County taskforce on Human Relations and worked with the Chamber of Commerce. The Chamber puts on the parade and does have the ability to restrict symbols in an event, since it is not a city sanctioned event. Ms. Laster noted she did push for change in the parade application, and thinks the community doesn't understand why the City doesn't as well.

John Pulsipher, Coeur d'Alene, noted he is saddened by the airplane accident that occurred over the weekend. He wanted the City to know that he contacted Brooks Seaplane a week or two ago and he expressed worry about the lake being so busy and how the landing depends on wind, so it is not consistent. He encouraged the Council to review the lease agreement for the future of the flight. Mayor Widmyer noted that there will be extensive investigation and the City will be provided those findings for review of policy.

COUNCIL COMMENTS:

Councilmember English noted that the display of weapons downtown is one of two issues that Council is currently receiving emails about and the other one is the issue of wearing masks. He realizes they are controversial issues and feels the city needs to look at this daily due to the rapid changes in COVID and research. He suggested it would be nice if stores had certain times of day for people that would require masks so patrons can be assured everyone will have masks on.

Councilmember Miller announced that the Library Trustees have been interviewing candidates for the Library Director position and they are down to three finalists. The Historic Preservation Commission met recently and they are on track for a grant to do inventory work corresponding with comprehensive plan. The next meeting will be at the end of July.

Mayor Widmyer requested the appointment of J. D. Reeves to the Urban Forestry Committee.

MOTION: Motion by McEvers, seconded by Evans to appoint J. D. Reeves to the Urban Forestry Committee. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the June 16, 2020 and June 22, 2020 Council Meetings.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, July 13, 2020 at 12:00 noon.
4. Approval of the following Cemetery actions:
 - a. Repurchase from Charles and Marilyn Jackson; Lot 1, Block 67, Section A Forest Cemetery.
 - b. Transfer from Gwen Winger to English Funeral Chapel; Lots 7, 8, 9, Block 3, Section K, Forest Cemetery
 - c. Repurchase from Sharon Lundblad; Niche 49, N6C, Forest Cemetery Annex (Riverview)

- d. Transfer from Bruce English to Tomas Hayman; Lot 84, Block 01, Section OP; Forest Cemetery
5. Approval of outdoor seating for Monarch Ramen & Noodle House, 1401 N. 4th Street and the North Idaho White Pine Coffee Shoppe, 1814 N. 4th Street.
6. Approval of SS-20-02, Unity First Addition: Final Plat
7. **Resolution No. 20-038** - 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 ACCEPTING A UTILITY EASEMENT FROM NP DEPOT, LLC, FOR A PUBLIC SEWER LINE LOCATED IN THE VACATED ALLEY WEST OF 201 N. 3RD STREET AND SOUTH OF 216 E. COEUR D'ALENE AVE. AND APPROVAL OF THE DESTRUCTION OF TEMPORARY AND SEMI-PERMANENT RECORDS RANGING FROM 1995-2017 FROM THE WATER DEPARTMENT.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 20-038**.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion carried.

APPROVAL OF THE ACCEPTANCE OF GRANT UNDER THE CARES ACT AND RATIFICATION FOR EMERGENCY PURCHASE OF SANITIZATION SYSTEMS FOR THE POLICE AND FIRE DEPARTMENTS.

STAFF REPORT: City Accountant Stephanie Padilla noted that the state has reserved \$1.7 Million CARES Act funding. Approval of expenses that are non-budgeted items and need authority to spend and continue requesting funding. She noted the sanitation systems for Police and Fire departments are a sole source funded item and we are looking for the ratification of that purchase, as it is over the \$50,000 purchasing policy limited. Ms. Padilla noted that the board is a state appointed position, known as the Corona Virus Financial Advisory Committee, and they review all pre-approved items at meetings held each Monday. The City has already asked for pre-approval of \$580,595 from the state and has already received reimbursement of approximately \$55,425.

DISCUSSION: Councilmember Gookin asked Mr. Tymesen if there will be a summary of expenses at the end of the year. Mr. Tymesen confirmed that this will come forward with the budget amendment. Additionally, he noted that staff is looking for approval of spending authority for the total grant amount and purchases will come through our purchasing policy procedures. Councilmember McEvers clarified that this money will be available for the next 9 months and questioned if this is the amount the city anticipates spending. Ms. Padilla explained that the dollar amount was set by the state based on the Census population numbers.

MOTION: Motion by Miller, seconded by English to approve of the Notice of Intent to participate in the Property Tax Relief through Coronavirus Relief Fund (CRF). **Motion carried.**

APPROVAL OF THE NOTICE OF INTENT TO PARTICIPATE IN THE PROPERTY TAX RELIEF THROUGH CORONAVIRUS RELIEF FUND (CRF)

STAFF REPORT: City Attorney Mike Gridley noted that the city received a letter from some of the Counties expressing concerns regarding the legality of this program. He noted that today the Attorney General's office determined that the federal money can be distributed but there are still questions regarding what has to be done to qualify. The state is responsible for the administration of the funds and they will remain in contact with the U.S. Treasury to get clarification. Mayor Widmyer noted that the Governor's office has submitted a letter to the Treasury for confirmation it is appropriate use of the funds and it is clear the city will not get burned on this, as if it is not proper use of funds and next year it will raise and the state would be responsible to taxing entities. Comptroller Vonnie Jensen noted that the state offered the opportunity to cover payroll relief if the city agrees to a property tax relief program. The state will need to be notified by July 17 and if the City opts in the dollar amount of relief is estimated to be \$3.5 Million depending on how many cities opt in. She noted that the City would know by September 18 after the budget is certified, thereafter the check would be sent.

DISCUSSION: Councilmember English asked why the City should risk it, as it sounds like taxes would go back up next year. The taxpayers would want to know that they can count on it without being doubled up next year. Councilmember Wood asked for clarification that if the Council moves forward with opting in tonight in order to meet the deadline, it would not lock the City in. Mayor Widmyer confirmed it would not lock the City in. Councilmember Gookin asked for clarification regarding the effect this has on projected new growth for fiscal year 2021-22. Mayor Widmyer explained that if you have a levy amount before the property tax relief of \$4.30, then with the property tax relief the levy rate goes to \$3.87 which is what the new growth would be based on. Councilmember Wood stated that it does not seem like a guarantee that the City would get the \$3.5 Million. Ms. Jensen noted that by the time the City gets to setting the levy, we would have certainty in the number. The first meeting in September would be the commitment time. Mayor Widmyer noted that he has been talking to the Governor's office and the property tax payers would see the reduction on their bill, the state would cut a check for the \$3.5 Million, but it does drop the levy rate.

MOTION: Motion by Miller, seconded by Gookin to approve of the Notice of Intent to participate in the Property Tax Relief through Coronavirus Relief Fund (CRF). **Motion carried.**

COUNCIL LIAISON DISCUSSION

STAFF REPORT: Councilmember Gookin noted that in the budget workshop meeting the Council stated that they wanted more communication, so he and Councilmember Wood thought that assigning a Council liaison would be a communication tool. He gave the example of the septic tank abatement program and noted that a liaison could have helped share that information. He also noted that there were liaisons in the past and it stopped for some reason. There were some people that maybe had an ownership and acted as lobbyist of a department, so to avoid that they are recommending a change every 6 months. Councilmember Gookin noted that acting as a liaison would also allow Council to learn more about the city. He noted that Parks and

Recreation, and the Library already have representatives, so they would recommend liaisons to Fire, Police, Planning, Streets, Water, and Wastewater. He noted that assignments would be appointed by the Mayor and rotate thereafter and that this would be voluntary for Councilmembers to participate in or not.

DISCUSSION: Mayor Widmyer noted that they haven't had Council liaisons for at least 8 years. Councilmember English noted they did not have them in the 1980s when he served on City Council. However, while he was at the County the Commissioners would divide up departments and be their liaisons. He felt that Council would need to be cautious about discussion and a councilmember should not give impression that it is them versus the staff, as there is a role for both. Councilmember English noted that this idea has some merit, and concurred that he misses the General Service and Public Works Committee Meetings. Councilmember McEvers noted that he was here during the time of liaisons, which go back to 1979 and recreated in the 1990s under the theory it would be relative to what sub-committee you are on. He explained that he used it as a tool to learn how the operations work and noted that it does not make the Council a manager, they should not favor it and politicize it. The hard part is the time commitments, as he did a ride along in a snow plow and with a police officer and with the Fire paramedics. The previous liaison cycle was two years based on the election cycle, but evolved into Executive Team, when there was an Interim City Administrator appointment. Councilmember McEvers noted that the Executive Team group was formed to address issues as a team and bring solutions forward to the Council. They were responsible to each other; the goals of the Council and Mayor and the Executive Team would bring it together and build trust. Councilmember Evans noted that she appreciates the ideas to increase communication; however, asked if there has been any time spent on the clear definition of the Council roles and responsibilities as liaisons. She noted that each Councilmember has different styles and expressed concern there would be some that would overstep into departments and how they do the business and where the boundaries should be. Councilmember Wood noted that she would envision liaisons the way Councilmember McEvers described it and doesn't question anyone's integrity about getting into staff's business and would like to define what the role is. Councilmember Miller stated that anything that can strengthen communication between departments and Council and Council with each other is good; however, she is not comfortable having the responsibility to answer department questions as part of the Council liaison job description as staff's role is to bring staff reports forward. She feels there should be more about how it would work and what are the benefits of this and how committee appointments work. She would like to pursue the idea and work with staff to come up with a job description and/or scope of work and how it is measured for being successful. Councilmember English noted that there are probably 6 different definitions of what a Council Liaison could be and need to define it. He believes that they should rotate all the departments to be included. Councilmember Wood asked if it should be tabled and come back with a clear definition for the next agenda. Councilmember Miller agreed and further noted that staff should be involved. Councilmember McEvers noted that this is an educational process, and that staff is doing their job and how much each Councilmember puts into it is up each of them. There may be some Council that won't participate and that is alright. The relationship is about you see and appreciate what each department does. The committee of General Services and Public Works is where knowledge comes up and it needs to be your passion. Mayor Widmyer summarized that Councilmember

Wood and Gookin would work with Mr. Tymesen and Ms. McLeod to bring something back to Council.

LEGISLATIVE PUBLIC HEARING - V-19-05, VACATION OF ALLEY RIGHT-OF-WAY LOCATED WITHIN A PORTION OF BLOCK G OF THE COEUR D'ALENE AND KINGS ADDITION IN THE CITY OF COEUR D'ALENE.

STAFF REPORT: Engineering Project Manager Dennis Grant noted that Mr. Swallow has made the request for the vacation of alleyway of a portion of Block G of the Coeur d'Alene and Kings Addition in the City of Coeur d'Alene. He noted that the existing alley runs into the old 3rd Street Cantina Restaurant. The original right-of-way was dedicated in 1886. It would not be a financial impact to the City. He sent out 26 mailings and received zero responses. The area is not being used by the public and would be used as a gathering and greenspace by employees of the abutting businesses. Mr. Grant noted that there are utilities in the ally that will be protected within an easement providing unrestricted access to those utilities.

DISCUSSION: Councilmember McEvers asked for confirmation that the utilities would be protected and if there were any garbage pick-up conflicts. Mr. Grant confirmed the utilities are within the alleyway and are protected by the easement and that the garbage trucks already back in as it is a dead-end alley. Councilmember Miller asked if the abutting parking lots are owned by the same person. Mr. Grant confirmed that both parcels are owned by the same person, but different LLCs.

PUBLIC COMMENTS: Mayor Widmyer called for public comment, hearing none, closed public comments.

COUNCIL BILL NO. 20-1009

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING THAT PORTION OF THE ALLEY RIGHT-OF-WAY, LYING ADJACENT TO LOTS 5 AND 11, BLOCK G PER THE PLAT OF COEUR D ALENE & KING'S ADDITION AS RECORDED IN BOOK "C" AT PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS THAT PORTION OF THE ALLEY WITHIN BLOCK G AS PER THE PLAT OF COEUR D ALENE & KING'S ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF

MOTION: Motion by McEvers, seconded by Gookin, to dispense with the rule and read **Council Bill No. 20-1009** once by title only.

ROLL CALL: Evans Aye, Miller Aye, McEvers Aye; Gookin Aye; English Aye; Wood Aye.
Motion carried.

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill No. 20-1009.**

ROLL CALL: Evans Aye, Miller Aye, McEvers Aye; Gookin Aye; English Aye; Wood Aye.
Motion carried.

J. RECESS: Motion by Evans, seconded by McEvers to recess to July 8, 2020 at noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2020-2021 Budget. **Motion carried.**

The meeting recessed at 7:05 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON JULY 8, 2020 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 12:00 NOON on July 8, 2020, there being present upon roll call a quorum.

Steve Widmyer, Mayor

Woody McEvers) Members of Council Present
Dan Gookin)
Dan English)
Kiki Miller)
Amy Evans)
Christie Wood)

STAFF PRESENT or VIA ZOOM: Troy Tymesen, City Administrator; Mike Gridley, City Attorney; Renata McLeod, Municipal Services Director/City Clerk; Ted Lantzy, Building Official; Vonnie Jensen, Comptroller; Kenny Gabriel, Fire Chief; Melissa Tosi, Human Resource Director; Bette Ammon, Library Director; Bill Greenwood, Parks & Recreation Director; Hilary Anderson, Community Planning Director; Lee White, Police Chief; Tim Martin, Streets & Engineering Director; Mike Anderson, Wastewater Superintendent; Terry Pickel, Water Superintendent; Mike Becker, Capital Program Manager; Amy Ferguson, Executive Assistant; Chas Quanz, Municipal Services; Brandon Jank, Municipal Services, Stephanie Padilla, Finance.

CALL TO ORDER: Mayor Widmyer called the meeting to order and noted that the purpose of the meeting was to discuss the 2021 Fiscal Year budget.

BUDGET DISCUSSION:

Mr. Tymesen, City Administrator, thanked the Council for their work on the budget. He noted that the current proposed budget shows \$1.505 Million coming from the Fund Balance. They want to confirm with the council what they want to do with property taxes. Mr. Tymesen said that a 3% property tax increase would equal about \$600,000 in revenue. For the 2021 Fiscal Year budget, expenses greatly exceed revenue. There are very little capital expenditures in the General Fund for this upcoming budget year. Services and supplies are also at or about where they were this year. He noted that, as in any service organization, it is about the personnel costs. They have whittled and moved things around, but are still about \$1.5 Million short. They do have some solid numbers from the County, and medical cost increases that they typically don't have this early.

Councilmember Wood said that it was her understanding that the Council had decided on a zero percent property tax increase. Mayor Widmyer said that the proposed budget is assuming that the Governor's plan is correct and calls for a zero percent property tax increase. If the Governor's proposal is not allowable, then some type of property tax increase is on the table.

Vonnie Jensen, Comptroller, reviewed the preliminary budget. The 9/30/19 Fund Balance was \$9,057,245, which is a decrease of \$742,000 from the prior year. The updated projection for 9/30/20 is to use \$2.4 Million of the Fund Balance -- \$1 Million was budgeted in the current budget, and \$1.4 Million will come as a budget amendment for the movement to the trust fund. The projected fund balance for the end of 2021 is \$5,151,537. Ms. Jensen commented that the Government Finance Officers Association (GFOA) recommends two months of revenues, which is approximately 16.17% in the Fund Balance.

She also noted that the trust fund began on January 1st, when the City became self-insured. She reviewed the history of General Fund unassigned fund balance. With changes to revenues, the total revised revenue is \$112,147,895. Ms. Jensen reviewed total revised expenses and changes to preliminary budget in the amount of \$103,556,530, which is an increase of \$6 Million over the current fiscal year. She reviewed significant changes to revenue from the prior year's budget including the State's projections, which result in a 6% decrease from last year's budget. She also reviewed a historical look at taxes generated to the City from new growth, and a history of property tax increases.

Councilmember Wood asked about the GO Bond, and Ms. Jensen confirmed that it would be paid off in four years.

Ms. Jensen reviewed the increase in personnel expenses in the amount of \$1.3 Million and noted that it does not include any new positions and is the amount needed to fund current employee contracts. She further said that even with the 1.8% increase in health insurance premiums, the health insurance expense will decrease by \$30,000 for the reason that more employees are single and/or don't have children and more are opting out of the City's Insurance and going with their spouse's insurance, which results in a \$10,000 per year savings per employee.

Ms. Jensen reviewed proposed changes to personnel, for a total of 2.7 full-time employees (FTE). She also reviewed the City's valuation and noted that the projected increase to 2021 is an estimated growth of \$106 Million. The 2021 tax assessment level would be 4.3%/\$1,000 assessed valuation. She also reviewed the tax for a home value of \$300,000 with no increase in valuation and noted that the homeowner would pay \$32.00 less a year, which would probably be a higher savings once the County has made adjustments to the City's valuation.

Ms. Jensen reviewed information regarding opting into the State's Coronavirus fund. She indicated that she was looking for direction for setting a high-water mark, and suggested that the resolution not include information for the Coronavirus fund.

Mayor Widmyer clarified that the decision would be what the Council wanted to set as the high-water mark. He noted that the figure can always go down, but it can't go up.

Councilmember English asked about school resource officer (SRO) reimbursement and commented that different jurisdictions are looking at SRO's and how they are used. He asked if the Police Department had gotten any sense if the budgeted amount was a firm number, or something that the school district or college might have on the chopping block. Ms. Jensen

responded that the amount is based on an ongoing contract they have with the school district and the increase from year-to-year is generally associated with COLAs or other raises that those employees assigned to the schools might receive. Councilmember English asked if it was a firm figure or something they might want to adjust. Chief White said that the only thing he has heard during last year's conversations is the entities understand the value of having SRO's in the schools for safety, and had no plans on cutting them at all. He noted that the school district has even added some private security to assist with the high schools.

Councilmember Gookin asked about the elimination of two sergeant positions and noted that Chief White had explained that the two positions would be offset by savings in overtime. Chief White said that last year they had 1,044 hours of overtime directly related to covering staffing for sergeants who were not on shift due to illness or injury, which doesn't include hours for reassignment of duties. Councilmember Gookin asked if the positions were filled, would it offset the budget. Chief White said that he couldn't guarantee that it would eliminate all of the overtime and the main reason they were proposing it was because over the years they have increased personnel in the Police Department but have not increased supervisory staff at all.

Councilmember Gookin asked if the extra code enforcement officer was also cut. Chief White said that he believed there was a part-time person in the budget.

Councilmember Gookin asked if there were any police cars in the budget. Mr. Tymesen confirmed that they retained all of the police cars that were in the preliminary budget. Chief White said that the car for the code enforcement officer is not in the budget, but they do not have a spare vehicle. The total cost for a code enforcement vehicle would be \$46,457. Councilmember Wood asked if the PD has the ability to find a used vehicle that is acceptable. Mr. Tymesen confirmed that they have the latitude to do that. Chief White said that they don't have any savings at this point to purchase an extra vehicle. Mayor Widmyer said that Council could add the vehicle and take it out of the Fund Balance.

Councilmember English asked if the part-time code enforcement officer position is half-time at 20 hours a week, which would trigger PERSI benefits, or 19.5 hours. Ms. Jensen said that in the current year it is budgeted as part-time without benefits, but next year it is budgeted as full-time with benefits.

Councilmember Wood asked about the Fire Department EMS Supervisor and if was still in the budget. Ms. Jensen said that it was still included in the budget, but the part-time to full-time Department Specialist was removed. Chief Gabriel said that they found their own funding for that position in that one of the programs that the person would take over is "EF" recovery – insurance billing – which one of their captains does now. They met with the company and there is the ability for them to exponentially expand what they can get from the insurance companies, and the Department Specialist would be in charge of that program and the funds received would fund the additional hours.

Councilmember Wood said that she has heard that the Council in the past has stressed public safety as its number one priority. She encouraged the Council to focus on those requests as they focus on a high-water mark.

Councilmember McEvers asked about the Fund Balance and commented that he doesn't remember Council always going to the Fund Balance. Ms. Jensen said that usually the only thing they would use the Fund Balance for is one-time expenses. She also noted that the preliminary budget has hardly any one-time expenses. Councilmember McEvers asked if it was becoming the norm. Ms. Jensen commented that it can't be the norm for very long because the Fund Balance will eventually be gone.

Mayor Widmyer commented that in this current fiscal year, the amount that Council took from the Fund Balance was for one-time expenditures – i.e., the Comp Plan and some capital items. It was not funding ongoing expenses. Ms. Jensen said that the 2021 budget is really the first one that has had a large amount of ongoing costs coming from the Fund Balance.

Councilmember English said that the decrease in the Fund Balance is sobering and frightening, as it is the City's savings account. Mayor Widmyer said that he is hopeful that revenues will increase, but next year could be an even tougher budget year because they don't want to take any more out of the Fund Balance.

Councilmember Gookin asked for a review of the medical benefit trust. Mr. Tymesen confirmed that the final increase percentage is 1.8%.

Councilmember Gookin asked about the copier contract follow-up. Mr. Tymesen said that the City has gathered that information and will continue to look for any savings as the contracts mature.

Councilmember Gookin asked about follow-up on Jobs Plus. Mr. Tymesen said that Jobs Plus supplied information to the Council and that it is a good partnership and has been for a number of years.

Councilmember Gookin asked if the City was status quo on CDA 2030 and the Downtown Association. Mayor Widmyer said that the budget proposal was status quo but that the Council could make whatever adjustments they would like. Councilmember Gookin said that for the money they give to those organizations, it would be courteous of them to give some kind of presentation to the council at least at some point during the year so they could be assured that the public's money is being spent wisely.

Councilmember Gookin said that the majority of the money that is on the Kootenai Metropolitan Planning Organization (KMPO) line item goes to the transit authority. He would like a presentation to let the Council know what they are spending the money on. Mayor Widmyer said that they can line up as many presentations as the Council would like to listen to. Councilmember Wood said that she would like the organizations to justify that the money is well spent, as it is enough money to pay for a City position that they are going without.

Councilmember McEvers asked if the City would be in a position where they could take 10 to 20% off of each of the organization's funding. He noted that the City is sacrificing and everybody should give a little and that he thinks that "we're all in this together" is a fair

approach. Councilmember Wood said that she liked Councilmember McEver's approach and that all of the organizations do wonderful work, but we all have to give a little this year.

Mayor Widmyer said that the State has given a percentage number that departments have to cut, and suggested that it would be a strategy if council wanted to give direction to cut 5% out of the Services and Supplies budget of every department.

Councilmember Gookin said that a lot of it is nickels and dimes and that is where you can find a lot of the savings. You want to go to the break-even point so you are not hurting, but not overspending. Council can task staff with finding those nickels and dimes.

Councilmember English said that at some point he would like the organizations to come and present to Council, but he is not in favor of presentations between now and when they have to put the budget together. He also noted that he thought there was merit to what Councilmember McEvers was saying and a flat percentage makes sense to him.

Councilmember Miller said that she thought the organizations should give a presentation but she is more interested in what the staff thinks about what the return on investment is and, if funding went away, how would that affect the City's business. Councilmember Gookin said that he thinks it is Council's call and doesn't think they should push it off to the staff. Councilmember Miller said that she thinks without staff input on the benefit to each department or to the City as a whole, they are missing that information.

Councilmember McEvers commented that contributing to the organizations is the Council's decision and it is not all or nothing. We are all in it together – let's all give a little.

Mayor Widmyer said that the 5% reduction or whatever Council decides could apply to the organizations too, or Council could make the decision to eliminate funding to some organizations.

Councilmember Wood said that she liked the direction that Councilmembers McEvers and Gookin were going and that throughout the next year Council can get the information that they want from staff. She commented that she thinks for this year it is important to fund what they need as much as possible and ask for a reduction, or tell them there will be a reduction. She thinks that it is certainly legitimate this year to make a reduction per organization that it is more than reasonable.

Councilmember Gookin confirmed that his suggestion for presentations was for annual presentations to have the organizations touch base and explain to the Council what they are getting for their money.

Mayor Widmyer asked for direction from the council. Councilmember Wood said that it is hard to make firm decisions not knowing if the Council is going with the Governor's recommendation or will have to come back and have some hard conversations about a tax increase. She said that the Fund Balance is there for these kinds of emergencies. She commented that she thinks that

everything is still on the table because they don't know exactly what they are going to be doing until they hear back on whether the Governor's plan is legal.

Mayor Widmyer asked if it was a consensus that the Council would want to set in the August meeting a 3% high-water mark. Councilmembers English and Gookin said that they would want a 0% property tax increase. Councilmembers Evans, Miller, Wood and McEvers said that they would be in support of setting a 3% high-water mark, knowing that the final budget can be adjusted to the 0% later.

Mayor Widmyer asked if there was a general consensus from the Council that the target would be \$1.5 Million from the Fund Balance. Councilmember McEvers said that staff does what they do to take care of their people, and wondered if there was a way to offer carrots to motivate people to save money. He commented that it seems like in government, if you save you get an "attaboy." Councilmember Gookin said that an effective tool would be an employee incentive program, where you reimburse employees for finding ways to save money, and that right now there is no incentive. He would love to see a formal policy. Mayor Widmyer commented that an incentive program works very well in the private sector. He has heard that the counter to that argument is that agencies and departments won't spend the money just to say that they've saved money to qualify. Any program would need to be closely monitored.

Councilmember Wood said that she is a little concerned about people getting government money for doing their job. She commented that when she was with the school district, if the buildings saved money they could accumulate money for a special project.

Mayor Widmyer said that one of the things that Chief White brought up is that the sergeant position would have an effect on overtime. He suggested that maybe they could take more time to analyze overtime that could be reduced which would allow them to add the sergeant position back in, or a full-time code enforcement officer. He noted that there is some more work than could be done on that. He asked the Council if they were comfortable with the level right now or do they want to give staff the direction to go back and look at savings in their areas.

Councilmember Miller said that she would like to see constructive conversations about potential restructuring of positions, subcontractors, or reviewing overtime as she doesn't hear that conversation very often.

Councilmember McEvers suggested taking \$5,000 from each organization, and 5% from Services and Supplies and Travel and Training. He noted that it could generate some money and, at least this year, help to plug the hole.

Mayor Widmyer said that the message he is getting is that Council wants to take a look at some of the positions that were cut. He noted that Council would have to realize that if they take \$5,000 out of a program, they would need to decide next year if they have enough money to add it back. The \$5,000 could be a permanent reduction.

Councilmember Miller said that when CDA 2030 was formed, it was a short-term program that has morphed into something else. At a certain point the decision has to come back to the

Council as to what they got out of it, and if they are done – i.e., to look at those types of investments in a more scrutinizing way.

Mayor Widmyer said that he wants to make sure that the Mayor and Council does its job and that they are clear to staff. He noted that the budget is anything but clear and it will be a rocky road for a while. He wants to make sure that they are giving as clear direction as possible to staff. He commented that he is getting the message that Council is clear on spending, but may want to look at what they are spending on, and may want to prioritize public safety, and look at reductions in budgeted supplies and services by 5%.

Ms. Jensen confirmed that the next presentation would be at the August Council Meeting.

Mayor Widmyer said that he thought that they owed it to the organizations that they are funding to call them and let them know what the Council is considering because they are making their budgets too and need to be on notice that there could be a reduction.

Mr. Tymesen said that a reduction of \$300,000 from services and supplies would probably take down every travel and training dollar they can. It is a big chunk. He is comfortable with \$1.5M, but it would probably be close. He noted that if the Council did take an increase in property taxes, that would free up some dollars. They can bring back the details on personnel.

Mayor Widmyer said that he thinks that this is an unusual year and they have to look at everything and be really careful with training, especially in public safety, but there may be some training in other areas that they can do without this year. Councilmember Wood said that many trainings in Police and Fire are mandatory, but she thinks it is acceptable to look at nonmandatory training. Mayor Widmyer said that the cut is not going to be painless, but they have to make sure that they don't take a step backwards in regard to public safety.

Councilmember McEvers commended Mr. Tymesen on being fiscally conservative over the years.

Mayor Widmyer said that he thinks at this time the Council needs to stick with 0% property tax increase, but he believes it is the right philosophy to do the high-water mark because things will be changing over the months. He confirmed that CARES funding is not included in the high-water mark. Ms. Jensen clarified that if the Council does the high-water mark with 3% and decides to take the 3% they could not opt in to the CARES funding. When the City certifies the level to the County, it would have to certify a property tax decrease in order to get money from the State.

Mayor Widmyer clarified that Council would like to have staff go back and look at taking 5% out of Services and Supplies, and \$5,000 out of the budgets to Jobs Plus, CDA 2030, Panhandle Area Council, KMPO (the portion that goes to Citylink), and the Downtown Association. Councilmember English said that he is more comfortable with a percentage rather than a dollar amount for the organizations. Commissioner Miller agreed.

Mayor Widmyer asked Ms. Jensen to work on the Council's requests and bring a report to the Council Meeting on July 21st.

Councilmember Gookin asked Ms. Jensen if it would be easier, accounting-wise, if Council said that 0% is the high-water mark. Ms. Jensen said that it would make it easier on her if that is the intention, but there are a lot of unknowns. She wants to make sure that the expenses match the revenues. Councilmember English said that he thinks that Council should lay their marker now as far as property taxes and that he can't really imagine the circumstances where the Council would want to increase property taxes. Councilmember Wood said that she thinks that Council can't tie its hands and that the budget is still in progress and they have to give themselves some leeway. They have bills to pay and things to fund and it is not sustainable over time. There may be a time when they have to do a 1 or 2%, but maybe not this year.

Councilmember McEvers asked the Water and Wastewater Superintendents to make a few comments.

Mike Anderson, Wastewater Superintendent, said that they have several capital items that are planned for next year. He wanted to make sure that the Council was aware that between 2017 through 2019 they have taken in more revenue than they anticipated and spent less, by about 3% or so. They are looking in pretty good shape. Their budget still includes capital projects and they did lower their anticipated revenues by about 1.5%, but even with that they are still looking at adjusting some of their capital projects to try and save a little money. In the next two years they have budgeted for a new operations building. They are looking at ways to save money in doing that.

Councilmember Wood asked Mr. Tymesen if they have squeezed every dollar they could in regard to interfund transfers, and asked how they make sure that they keep up with the increase in costs each year. Mr. Tymesen responded that they look at the model, at the direct expenses, and at wage increases.

Terry Pickel, Water Superintendent, said that they are going to be changing to a Class 4 public water system. The requirements for a Class 4 system include a minimum of three licensed operators, and also the supervisor descriptions require them to be licensed. With the population change, their monthly water quality samples that they do will be going up another 10 samples per month. The samples are based on population and they raise by 10 for every 10,000 in population.

Mr. Pickel noted that one of the gray areas in the rule is that if there is a major change in the water system they have to update the facility plan. That means about \$125,000 to cover the comp plan, but they were scheduled to do that in 2022 anyway. He noted that they provide a lot of the information for the plan itself to the engineer and will take a look at those costs to see what they can whittle down.

They have some pretty major capital improvement projects with the transmission main and new well. The new well will be a primary well so it will be as energy efficient as they can get it. Mr. Pickel said that they would bring the design consultant contract to the next Council meeting.

Councilmember McEvers asked about new wells in the next five years. Mr. Pickel said that it depends on the population. They have one site they are trying to acquire for a test well. In regard to infrastructure replacement, Mr. Pickel said they are trying to keep ahead of the curve.

Councilmember McEvers asked about conservation. Mr. Pickel said that it is one of the things they try to push through their organizations they work with. They have put out irrigation standards, but enforcement of that is the hard part in that they don't have the time or the personnel to do that, but they try to do their part to encourage conservation. They have tried to work with the school district on some pilot projects, and are working on some swale pilot projects with the Parks Department. There is a lot of room for improvement.

Councilmember Miller asked Mr. Tymesen to explain about the library budget. Mr. Tymesen said that the library is overseen by the City Council and the Library Trustees. Library personnel comply with City policies. The Council's authority deals specifically with the budget. Trustees do the hiring and set the hours, which is different from any of the other departments. The library is a special fund for accounting purposes because they can charge a fee. Fees are way down and the library is primarily funded with property taxes. The dollars stay in that fund per Idaho Code.

Councilmember Miller said that the Library Trustees have wrestled with satellite libraries, and that her restructuring questions come to the library as well as other departments to prioritize what services are the most important and what they can do with staffing. She is hopeful that the departments can find ways as things move forward to fund some of the positions. Mr. Tymesen commented that there is a 7-question justification for every position that opens up. He noted that the library position is still viable even though the new one is not in the financial plan. There is a proposed retirement in the library that will allow for reorganization and potential savings for a position as it comes forward.

Councilmember McEvers clarified that janitorial and maintenance for the library come from the General Fund. Mayor Widmyer noted that the building has aged very well, but at some point in time the HVAC will need to be replaced and maintenance will need to be taken care of. In the future, he thinks it would be wise to develop some type of reserve fund that they can access for those replacements. It is sound business practice.

ADJOURN: Motion by Wood, seconded by English, that there being no other business, this meeting be adjourned. **Motion carried.**

The meeting adjourned at 1:45 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy C. Ferguson
Deputy City Clerk

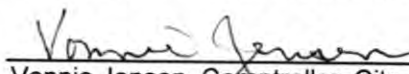
JUL 9 2020

CITY CLERK

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

FUND	BALANCE 5/31/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2020
<u>General-Designated</u>	\$1,563,177	\$109,246	\$75,860	\$1,596,563
<u>General-Undesignated</u>	8,796,267	4,480,851	5,870,248	7,406,870
<u>Special Revenue:</u>				
Library	249,301	61,158	144,181	166,278
CDBG	13,607	6,437	8,686	11,358
Cemetery	106,707	32,992	38,718	100,981
Parks Capital Improvements	1,192,010	4,913	210,305	986,618
Impact Fees	3,920,512	147,709		4,068,221
Annexation Fees	95,042	91		95,133
Cemetery P/C	1,363,212	5,190	15,633	1,352,769
Jewett House	29,051	1,148	1,791	28,408
Reforestation	27,763	174	900	27,037
Street Trees	198,322	9,191	3,524	203,989
Community Canopy	3,245	3		3,248
Public Art Fund	90,056	87	2,367	87,776
Public Art Fund - ignite	502,902	485		503,387
Public Art Fund - Maintenance	131,620	127	1,003	130,744
<u>Debt Service:</u>				
2015 G.O. Bonds	571,438	27,993		599,431
<u>Capital Projects:</u>				
Street Projects	680,157	167,815	15,310	832,662
Atlas Waterfront Project	-			-
<u>Enterprise:</u>				
Street Lights	92,090	54,078	15,041	131,127
Water	762,444	406,002	633,117	535,329
Water Capitalization Fees	7,684,215	77,768		7,761,983
Wastewater	9,568,879	965,349	1,337,940	9,196,288
Wastewater - Equip Reserve	1,255,212	27,500		1,282,712
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	2,973,650	327,930	6,635	3,294,945
WW Property Mgmt	60,668			60,668
Sanitation	1,731,812	381,329	359,635	1,753,506
Public Parking	273,904	44,653	83,652	234,905
Drainage	1,301,307	95,497	64,361	1,332,443
Wastewater Debt Service	1,078,434	1,040	450	1,079,024
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	194,736	234,436	197,203	231,969
Police Retirement	850,498	14,605	24,570	840,533
Sales Tax	2,527	1,697	2,527	1,697
BID	241,856	8,809		250,665
Homeless Trust Fund	523	632	548	607
GRAND TOTAL	\$49,107,144	\$7,696,935	\$9,114,205	\$47,689,874

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 NINE MONTHS ENDED
 June 30, 2020

RECEIVED

JUL 9 2020

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$180,018	71%
	Services/Supplies	11,400	2,936	26%
Administration	Personnel Services	209,521	156,433	75%
	Services/Supplies	7,200	1,004	14%
Finance	Personnel Services	679,466	489,456	72%
	Services/Supplies	518,050	514,510	99%
Municipal Services	Personnel Services	1,273,999	915,106	72%
	Services/Supplies	546,375	447,688	82%
	Capital Outlay			
Human Resources	Personnel Services	328,696	243,756	74%
	Services/Supplies	71,823	46,476	65%
Legal	Personnel Services	1,240,704	969,203	78%
	Services/Supplies	51,153	35,024	68%
Planning	Personnel Services	675,488	481,168	71%
	Services/Supplies	297,800	129,350	43%
	Capital Outlay			
Building Maintenance	Personnel Services	383,106	246,207	64%
	Services/Supplies	172,875	151,576	88%
	Capital Outlay	120,000	121,162	101%
Police	Personnel Services	14,216,783	10,276,867	72%
	Services/Supplies	1,617,216	852,460	53%
	Capital Outlay	140,161	39,748	28%
Fire	Personnel Services	9,911,402	7,687,832	78%
	Services/Supplies	641,095	334,085	52%
	Capital Outlay	23,000	22,224	97%
General Government	Services/Supplies	125,750	1,542,330	1227%
	Capital Outlay		302,998	
Police Grants	Personnel Services		47,872	
	Services/Supplies		4,452	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		4,009	
	Capital Outlay			
Streets	Personnel Services	3,086,704	2,352,098	76%
	Services/Supplies	1,797,404	856,877	48%
	Capital Outlay	155,000	173,253	112%
Parks	Personnel Services	1,684,388	1,126,337	67%
	Services/Supplies	687,150	355,910	52%
	Capital Outlay	126,000	93,473	74%

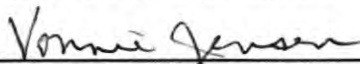
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	387,130	70%
	Services/Supplies	196,280	63,864	33%
	Capital Outlay	9,500	9,500	100%
Building Inspection	Personnel Services	898,321	656,807	73%
	Services/Supplies	41,256	15,203	37%
	Capital Outlay	24,233	24,089	99%
Total General Fund		<u>42,779,932</u>	<u>32,360,491</u>	<u>76%</u>
Library	Personnel Services	1,353,266	934,623	69%
	Services/Supplies	252,500	160,124	63%
	Capital Outlay	180,000	104,197	58%
CDBG	Services/Supplies	597,467	82,864	14%
Cemetery	Personnel Services	190,877	133,790	70%
	Services/Supplies	105,950	59,689	56%
	Capital Outlay	72,800	67,601	93%
Impact Fees	Services/Supplies	360,000	238,052	66%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	564,500	1,167,495	207%
Cemetery Perpetual Care	Services/Supplies	191,500	143,813	75%
Jewett House	Services/Supplies	28,853	7,147	25%
Reforestation	Services/Supplies	5,000	900	18%
Street Trees	Services/Supplies	104,000	45,569	44%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	54,175	15%
		<u>4,477,013</u>	<u>3,299,287</u>	<u>74%</u>
Debt Service Fund		<u>878,932</u>	<u>50,319</u>	<u>6%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay		15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472	9,758	
Kathleen Avenue Widening	Capital Outlay	445,000	33,813	8%
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015	7,765	15%
Industrial Park Loop & Atlas	Capital Outlay	804,500	482,503	60%
Downtown Signal Imprvmnts	Capital Outlay	10,000	25,618	256%
Atlas Waterfront Project	Capital Outlay		87,924	
NW Blvd Traffic Signals	Capital Outlay		290,763	
		1,611,812	1,177,519	73%
Street Lights	Services/Supplies	706,000	406,673	58%
Water	Personnel Services	2,166,893	1,605,254	74%
	Services/Supplies	4,778,418	1,197,180	25%
	Capital Outlay	7,676,000	3,444,664	45%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	1,930,291	66%
	Services/Supplies	6,874,376	1,932,350	28%
	Capital Outlay	4,710,000	2,410,956	51%
	Debt Service	2,176,363	734,108	34%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	3,959,644	2,812,203	71%
Public Parking	Services/Supplies	1,351,011	702,759	52%
	Capital Outlay	24,000	29,125	121%
Drainage	Personnel Services	118,155	87,947	74%
	Services/Supplies	798,391	269,592	34%
	Capital Outlay	905,000	259,402	29%
Total Enterprise Funds		44,305,549	17,822,504	40%
Kootenai County Solid Waste		2,885,000	1,813,025	63%
Police Retirement		184,241	137,378	75%
Business Improvement District		176,000	80,000	45%
Homeless Trust Fund		4,800	4,265	89%
Total Fiduciary Funds		3,250,041	2,034,668	63%
TOTALS:		\$97,303,279	\$56,744,788	58%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED

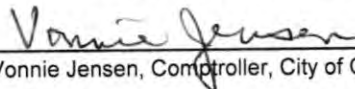
JUL 9 2020

CITY CLERK

City of Coeur d Alene
Cash and Investments
6/30/2020

Description	City's Balance
U.S. Bank	
Checking Account	2,143,944
Checking Account	36,724
Investment Account - Police Retirement	828,317
Investment Account - Cemetery Perpetual Care Fund	1,350,432
Idaho Central Credit Union	
Certificate of Deposit	267,679
Idaho State Investment Pool	
State Investment Pool Account	41,799,132
Spokane Teacher's Credit Union	
Certificate of Deposit	255,062
Numerica Credit Union	
Certificate of Deposit	1,006,459
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>47,689,874</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

DATE: JULY 15, 2020
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: AUGUST 18, 2020

Mayor Widmyer,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-2-20	Applicant: Thomas Fisher Location: 217 W. Cardwell Drive Request: A proposed zone change from R-12 to C-17	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **August 18, 2020**

OTHER BUSINESS

**CITY COUNCIL
MEMORANDUM**

DATE: July 21, 2020

FROM: Hilary Anderson, Community Planning Director

RE: Council Endorsement of St. Vincent de Paul for EnVision Center

DECISION POINT:

Should the City Council endorse the nonprofit St. Vincent de Paul of North Idaho as an EnVision Center at the existing HELP Center?

HISTORY:

St. Vincent de Paul of North Idaho (SVDP North Idaho) was approached by HUD’s Region X Regional Administrator, Jeffery McMorris, and HUD Idaho State Director, Brian Dale, to gauge their interest in pursuing a designation as a HUD EnVision Center.

The EnVision Center Demonstration supports “one-stop” or “single-site” service centers, such as the St. Vincent de Paul HELP Center, through the delivery of integrated services from philanthropic organizations, community-based non-profit providers, private industry, and all levels of government thereby increasing the opportunity for low-income individuals and families to achieve self-sufficiency.

The U.S. Department of Housing and Urban Development (HUD) administers the EnVision Centers initiative, which is premised on the notion that financial support alone is not sufficient to solve the problem of poverty. Intentional and collective efforts across a diverse set of organizations are needed to empower households to self-sufficiency. The mission of the initiative is to provide communities with centralized hubs for support in the following four pillars: 1) economic empowerment, 2) educational advancement, 3) health and wellness, and 4) character and leadership.

SVDP North Idaho has been in existence since 1946 and has run the HELP Center [Helping Empower Local People] on Harrison Avenue in the former public library facility since 2009. From their headquarters, they have provided a multitude of programs that align with the Four Pillars outlined in the EnVision Center concept.

The closest EnVision Center is in the Spokane Valley and is known as the Spokane Resource Center (A HUD EnVision Center), located at 130 S Arthur St, Second Floor, Spokane, WA 99202. Both HUD’s Regional Administrator and Idaho State Director see interactions between the Spokane Resource Center and the SVDP HELP Center, as a win-win situation for individuals and families.

PERFORMANCE ANALYSIS:

SVDP North Idaho’s HELP Center is already functioning as an EnVision Center but without the HUD designation, and, unlike a start-up EnVision Center, they already have a functioning physical location

to further execute and develop programs. If designated as an EnVision Center by HUD, SVDP North Idaho HELP Center would be the first EnVision Center in Idaho, and 3rd EnVision Center in HUD's Region X (WA, ID, OR, and AK). This is a prestigious designation and would allow St. Vincent de Paul North Idaho to build upon their partnerships with Federal Partners. Departments of Education; Health and Human Service; Social Security; IRS; Labor; FDIC; CNCS; and others, partner with HUD to provide webinars, grant opportunities, and assist in bringing state and local partners to the EnVision Centers. While there is no funding provided from HUD to the EnVision Centers, HUD local staff are on the ground to provide assistance and one-on-one connections to Federal, State and Local partners through Federal and philanthropic roundtables.

SVDP's core competency spans a dozen social service programs with specific attention to *Continuum of Care* (CoC) to include programs that address homelessness, low income housing, food and nutrition programs, parental education, etc. As noted in the SVDP North Idaho's EnVision Center Action Plan, SVDP would meet the goals under each of the four pillars of the Envision Centers initiative in the following ways:

Economic Empowerment We provide basic needs counseling, financial wellness, career development and workshops that focus on self-sufficiency and led by community organizations such as the University of Idaho. We also provide limited emergency funding to assist with temporary, short term financial crisis resolution.

Educational Advancement We provide onsite instruction (i.e. parenting skills) and partner with local institutions to assist with GED preparation, college enrollment and job skill development. We also assist clients with access to programs such as Vocational Rehabilitation and TESH; programs providing OTJ training for people with disabilities or lack of employment history.

Health & Wellness We partner with Heritage Health's Street Medicine teams, Panhandle Health, Kootenai Health and/or our ICARE food nutrition counselling program. "Eating on a Budget" education, for example. We also hold group classes such as Tai Chi, and some facilities have small in-house exercise equipment.

Character and Leadership We hold weekly and monthly case management with focus on goal setting and refocusing past negative behaviors. Opportunities to volunteer are regularly presented as a means of "giving back."

SVDP champions a "Hand Up, NOT a Handout." By modeling this, and encouraging those receiving services to do likewise, we see self-sufficiency development and less dependence.

SVDP North Idaho has indicated that they will commit to building upon legacy programs while further developing and implementing plans to promote and expand economic mobility; encouraging participation of community stakeholders; and identifying and addressing gaps in current service delivery models and integrating HELP Center and EnVision Center goals. They are committed to forging even deeper working relationships with federal agencies, state and local governments, fellow non-profits, faith-based organizations, private corporations, Idaho Housing and Finance Association

and other community-based organizations to leverage resources for the benefit of individuals and families living in our communities.

The five northern counties (Region One) have been identified as low-income Qualified Opportunity Zones (QOZs) by the U.S. Department of the Treasury, which makes the area eligible for an EnVision Center.

The process for becoming an EnVision Center is:

Completing the application process, which consists of a Commitment letter from the main EnVision Center partner(s) and an Action Plan. The Commitment Letter affirms the organization's commitment to empowering households to self-sufficiency. The Action Plan outlines the operational plans of the EnVision Center. It also should describe how the EnVision Center's activities will align with the mission of the Demonstration.

The EnVision Center designation is contingent upon the submission and HUD's approval of an Action Plan, which is included as an attachment.

The City is being asked to be a signatory on a commitment letter (see attached). The letter may be signed by the City Administrator, the Mayor and/or Council members.

FINANCIAL ANALYSIS:

There would be no financial commitment to the City for endorsing SVDP North Idaho as an EnVision Center.

Any increased costs of expanding programming at the HELP Center to support the mission of an EnVision Center would be through grant funds, charitable contributions, donations, events and revenue generated from their thrift stores. Further, receiving this designation by HUD may allow SVDP to be more competitive in receiving grant money, which would be a financial benefit.

DECISION POINT/RECOMMENDATION:

The City Council should endorse St. Vincent de Paul of North Idaho for an EnVision Center in the existing HELP Center.

Attachments:

- SVDP North Idaho EnVision Center Action Plan
- EnVision Center Commitment Letter
- Bowling Green, KY, EnVision Center Commitment letter
- Spokane EnVision Center recognition plaque



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

Action Plan Template

Section 1. Instructions

The EnVision Centers initiative is premised on the notion that financial support alone is insufficient to solve the problem of poverty. Intentional and collective efforts across a diverse set of organizations are needed to empower households to self-sufficiency. The mission of the initiative is to provide communities with centralized hubs for support in the following four pillars: 1) economic empowerment, 2) educational advancement, 3) health and wellness, and 4) character and leadership.

The action plan outlines the operational plans of the EnVision Center site. It also describes how the activities of the EnVision Center site align with the mission of the initiative.

This form is designed to standardize the action plans that are submitted to HUD.

Please complete all the fields below. Submit the completed Action Plan together with the Commitment Letter to EnVisionCenter@hud.gov.

Section 2. Site Information

EnVision Center

Name of executive:	Lawrence M. Riley
Title of executive:	Executive Director
Name of site:	St. Vincent de Paul H.E.L.P Center (Helping Empower Local People)
Address:	201 E Harrison Avenue Coeur d'Alene ID 83814

Staff Point of Contact

Name:	Larry Riley
Mailing Address:	201 E Harrison Avenue, Coeur d'Alene ID 83814
Phone:	208.676.1095
Email:	larry@stvincentdepaulcda.org

Section 3. Operations Plan

Date or projected date of site opening: (mm/dd/yyyy)

07/06/2020

Is the site properly insured?

Yes

No

Is the site compliant with the Americans with Disabilities Act?

Yes

No

Briefly describe the site design and infrastructure: (Limit 100 words)

A former public library, the HELP Center is a two-floor, 12,922 sq. ft., street-level building with basement. The main floor consists of 8 private/semiprivate offices, 18 open cubicles, 1 large reception desk area, 1 secured storage room, 3 restrooms, 1 custodian washroom, 1 breakroom, 2 meeting tables and a library of 4 PC's, all under 9,064 sq. ft. The basement consists of a large conference room (50 capacity), 1 cubicle, 2 restrooms and 1 medium sized secured storage closet all under 3,858 square feet. All restrooms are ADA compliant and the basement, as well as front entrance, are ramp accessible.

Briefly describe the planned days and hours of operation: (Limit 100 words)

Employees staff the HELP Center between 6:30 AM – 5 PM, Mon – Fri. Pre-COVID-19, doors were unlocked for 8 AM – 4:30 PM public access. Post-COVID-19, doors are unlocked for scheduled appointments; masks required. We encourage telephone and tele-screening case management. Beginning June, we're allowing for case management home visits with hygiene protocols. Adjacent to the HELP Center is our commercial kitchen; Mon – Fri, serving up to 100 meals daily between 5 – 6:30 PM. The kitchen complex has separate showers and laundry; Mon – Fri 7 – 10:30 AM. Our Men's and separate Women & Children's Shelters are open 24/7.

Briefly describe the funding sources and/or strategy: (Limit 100 words)

Thrift Store Sales (3), private and corporate Donations, church Collections, CV19 relief funds, Events (typically 3, now cancelled resulting in a revenue loss), Grants, Foundations, Children's Trust Fund, Office of Drug Policy, CCFP Food Programs, Coordinated Entry Access Point, HUD COC, Emergency Shelter Grant, ESG HPRR Grant, Rents, Laundry & Vending, Program & Payee Fees and Management Fees.

Briefly describe the site's outreach/marketing plan: (Limit 100 words)

We've provided services for low income, homeless and vulnerable communities since 1946. Brand awareness is high, yet we continue marketing programs while soliciting for financial support because of accelerated growth. In 2018, Idaho earned the title of fastest-growing state in the country (U.S. Census Bureau), with nearly 75% due to in-migration. To reach this audience, we engage in traditional media while expanding into new media channels via *Facebook, Twitter and Instagram*; website redesign budgeted in 2020. Formal outreach is led by 3 FTE's: Executive Director, Director of Partnerships and our Grants Development Specialist & Community Outreach Advocate.

Briefly describe the goals of the EnVision Center site as they relate to the four pillars: (Limit 200 words)

Economic Empowerment We provide basic needs counseling, financial wellness, career development and workshops that focus on self-sufficiency and led by community organizations such as the University of Idaho. We also provide limited emergency funding to assist with temporary, short term financial crisis resolution.

Educational Advancement We provide onsite instruction (i.e. parenting skills) and partner with local institutions to assist with GED preparation, college enrollment and job skill development. We also assist clients with access to programs such as Vocational Rehabilitation and TESH; programs providing OTJ training for people with disabilities or lack of employment history.

Health & Wellness We partner with Heritage Health's Street Medicine teams, Panhandle Health, Kootenai Health and/or our ICARE food nutrition counselling program. "Eating on a Budget" education, for example. We also hold group classes such as Tai Chi, and some facilities have small in-house exercise equipment.

Character and Leadership We hold weekly and monthly case management with focus on goal setting and refocusing past negative behaviors. Opportunities to volunteer are regularly presented as a means of "giving back."

SVDP champions a "Hand Up, NOT a Handout." By modeling this, and encouraging those receiving services to do likewise, we see self-sufficiency development and less dependence.

Section 4. Service Provision and Mission Alignment

Define the target service area (include county names and/or census tracts).

The north Idaho panhandle area, which consists of Kootenai County (pop 157.5K), Bonner County (45.7K), Boundary County (11.9K), Shoshone County (12.8K) and Benewah County (9.2K).

List the service area’s participation in any federal place-based initiatives, either through HUD or other federal agencies (e.g., Opportunity Zones, Promise Zones, JobsPlus).

All our areas served are designated QOZs by the U.S Department of Treasury as “Low-Income Community.” Kootenai County (Census Tract 16055000602), Boundary County (16021970200), Bonner County (16017950300), Shoshone County (16079960300) and Benewah County (16009950100).

Indicate the type of service, activities, or programming that will be provided at the EnVision Center site. For each, list the target population for those services; the name of the service provider; the type of service provider (e.g., federal government, local government, mission-based non-profit, faith-based organization); and the pillar to which the service aligns (1. economic empowerment, 2. educational advancement, 3. health and wellness, and/or 4. character and leadership).

Service	Target Population	Service Provider	Type of Service Provider	Pillar Alignment
Basic Needs	Homeless and low income	SVDP	Nonprofit	1 & 3
ICARE	Parents with children	SVDP	Nonprofit	1, 2, 3 & 4
Child & Adult Food Program	Parents and Child Care Programs	SVDP	Nonprofit	2 & 3
First Impressions	Job seekers	SVDP	Nonprofit	1, 2 & 4
Payee Services	Homeless and low income	SVDP	Nonprofit	1
HPRR Rent Utility Asst	Homeless and low income	SVDP	Nonprofit	1
Homeless Connect	Homeless and low income	SVDP	Nonprofit	1, 3 & 4
Veterans Services	Veterans and Veteran families	SVDP	Nonprofit	1, 2, 3 & 4
Emergency Shelters	Homeless men, women and children	SVDP	Nonprofit	1, 2, 3 & 4
Winter Warming Center	Homeless	SVDP	Nonprofit	3
Trinity Group Homes	Mentally ill, low income	SVDP	Nonprofit	1, 2, 3 & 4
Angels Arms/Healing Hearts	Chronic homeless indiv and families	SVDP	Nonprofit	2 & 3
Permanent Housing	Senior and low income individuals	SVDP	Nonprofit	1, 2, 3 & 4

Indicate any identified gaps in available services. For each, list the target populations for such services, desired partners, desired programs, and what type of partner or programs those are (e.g., federal government, local government, mission-based non-profit, faith-based organization).

Existing Service Gaps	Target Population	Desired Partners	Desired Programs	Type of Partner/Program
Emergency Shelters	Homeless men, women, children	IHFA, Cities	Shelter	Public / Private
Winter Warming Center	Homeless	Cities	Shelter	Public / Private
Permanent Housing	Senior and low income individuals	IHFA, Cities	Housing	Public / Private
Impv Career Counseling	ALICE, with Veterans emphasis	Volunteers	Counseling	Private, VFW, etc.



July 13, 2020

201 E. Harrison Avenue ▪ Coeur d'Alene, ID 83814
Ph. 208.664.3095 ▪ Fax 208.664.1772
www.stvincentdepaulcda.org

U.S. Department of Housing & Urban Development
Washington, DC 20410

Re: EnVision Center Partnership and Services

DRAFT

This letter affirms our commitment to empowering households to reach self-sufficiency through existing and expanded programs. We aim to achieve this through our suite of services that support the following Four Pillars: Economic Empowerment, Educational Advancement, Health and Wellness, and Character and Leadership.

We commit to the following – building upon legacy programs while further developing and implementing plans to promote and expand economic mobility, encouraging participation of community stakeholders, identifying and addressing gaps in current service delivery models and integrating HELP Center and EnVision Center goals.

St. Vincent de Paul North Idaho has been in existence since 1946 and our HELP Center [Helping Empower Local People] opened in 2009. From this headquarters, we've provided a multitude of programs that align with the Four Pillars outlined in the EnVision Center concept. Our core competency spans a dozen social service programs with specific attention to *Continuum of Care* (CoC) to include programs that address low income housing, food and nutrition programs, parental education, veteran's services, homelessness, etc. Unlike a start-up EnVision Center, we already have a functioning physical location to further execute and develop programs.

We commit to forging even deeper working relationships with federal agencies, state and local governments, fellow non-profits, faith-based organizations, private corporations, Idaho Housing and Finance Association and other community-based organizations to leverage resources for the benefit of individuals and families living in our communities.

Committed to Helping Others Help Themselves!

St. Vincent de Paul H.E.L.P Center ▪ ICARE ▪ USDA Child & Adult Care Food Programs ▪ Men's and Women & Children's Emergency Shelters ▪ Referrals Counseling
Affordable Housing ▪ Social Services ▪ Coeur d'Alene, Post Falls & Silver Valley Thrift Stores ▪ Veteran Services ▪ Referrals Counseling ▪ Payee Services ▪ Job
Counseling ▪ Parenting Classes ▪ Responsible Renter Program ▪ Housing First ▪ Agency Networking ▪ Emergency Assistance ▪ Case Management
Trinity Group Homes ▪ Home Visits ▪ Warming Shelter ▪ Life Skills Classes ▪ Homeless Prevention ▪ Father Bill's Kitchen

Our five-county area already participates in one or more Federal place-based initiatives such as HUD, USDA Rural Development, CDBG, etc. All five of our north Idaho counties (Region One) have been identified as low income *Qualified Opportunity Zones* (QOZs) by the U.S. Department of the Treasury too.

We understand that designation as an EnVision Center is contingent upon the submission and HUD's approval of an Action Plan.

Sincerely,

DRAFT

Larry Riley, Executive Director
St. Vincent de Paul North Idaho

DRAFT

Troy Tymesen, City Administrator
City of Coeur d'Alene, Idaho

Committed to Helping Others Help Themselves!

St. Vincent de Paul H.E.L.P Center • ICARE • USDA Child & Adult Care Food Programs • Men's and Women & Children's Emergency Shelters • Referrals Counseling
Affordable Housing • Social Services • Coeur d'Alene, Post Falls & Silver Valley Thrift Stores • Veteran Services • Referrals Counseling • Payee Services • Job
Counseling • Parenting Classes • Responsible Renter Program • Housing First • Agency Networking • Emergency Assistance • Case Management
Trinity Group Homes • Home Visits • Warming Shelter • Life Skills Classes • Homeless Prevention • Father Bill's Kitchen

Office of the President Greg Hines

WROTE, Inc.
PO Box 116, Bowling Green, KY 42102
270.843.6071

Office of the Mayor Bruce Wilkerson
City of Bowling Green, KY
PO BOX 430, Bowling Green, KY 42102
270.393.3000

Office of the Executive Director Abraham Williams
Housing Authority of Bowling Green, KY

247 Double Springs Road, Bowling Green, KY 42101
270.843.6071

January 17, 2018

RE: HUD EnVision Center Demonstration Commitment Letter

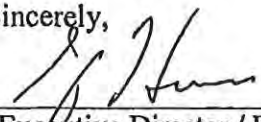
The Participating Private / Non-Profit Organization of We're Reaching Out to Educate, Inc. (WROTE, Inc.) with the support of the City of the City of Bowling Green and Housing Authority of Bowling Green are committed to enhancing economic mobility and identifying skills gaps that exist in our community among distinct neighborhoods and demographics, the resolution of which will support long-term, sustainable employment that places low-income individuals and families on track to become self-sufficient.

We commit to:

- 1) developing and implementing a plan to promote and expand economic mobility that formalizes the participation of community stakeholders, describes gaps in current service delivery models, identifies a physical location(s) which can act as a shared services site to house an EnVision Center(s), and outline specific benchmarks and goals for the EnVision Center Initiative in our community.
- 2) realizing the Office of American Innovation's vision, especially, developing "workforce of the future" programs, modernizing government services and information technology, improving services to veterans, creating transformational infrastructure projects, implementing regulatory and process reforms, creating manufacturing jobs, and addressing the drug and opioid epidemic.
- 3) working with federal agencies, state and local governments, non-profits, faith-based organizations, private corporations, our housing finance agency and other community based organizations to best leverage public and private resources for the benefit of individuals and families living in our community, with a centralized focus on advancement of the Four Pillars: (1) Economic Empowerment, (2) Educational Advancement, (3) Health and Wellness, and (4) Character and Leadership.

Our community is currently participating in one or more Federal place-based initiatives.

Sincerely,



Executive Director / President 1/17/18

WROTE, Inc.



Mayor 1/17/18

City of Bowling Green



Executive Director 1/17/18

Housing Authority of Bowling Green

SPOKANE
Resource
A HUD EnVision Center

Thank you to the following donors who have made a major financial contribution to support this center.

JPMorgan Chase
Foundation
Spokane Workforce
Council

Bank of America
City of Spokane

Spokane County
United Way
State of
Washington

**CITY COUNCIL
STAFF REPORT**

DATE: July 21, 2020
FROM: Terry Pickel, Water Department Director
SUBJECT: Huetter Well Design and Construction Consultant Services

=====

DECISION POINT: Should Council approve Keller Associates as the selected consultant and award a contract for design and construction engineering and consultant services for the new Huetter Well in the amount of \$218,930.00?

HISTORY: Per the 2012 Water Department Comprehensive Plan Update, in order to keep up with the city's extensive growth, the Water Department staff have been working diligently to keep up with peak water production requirements. This included the completion of the Ralph Capaul Well in 2015 which added 5.7 MGD to the system's capacity. However peak day demands have increased more rapidly than previously anticipated with the addition of a great deal of greenspace, which has necessitated construction of an additional well. A test well was completed in FY 2018 to check the water quality and ground conditions on a lot granted to the City just east of Huetter Road. All test results came back excellent and staff proceeded with the drilling of a 24" production well this fiscal year. All largescale production tests came back excellent which meant construction of the well could proceed. It is our intent to have the Huetter Well online by the summer of 2021. This well will augment current capacity with an additional 5.7 MGD and is critical to keeping up with growing water demands and DEQ peak day production requirements. The proposed contract will be for design and construction consultant services for a new pump, well house and related site improvements.

FINANCIAL ANALYSIS: Funding for the proposed project was included in the 2019/2020 FY budget at \$900,000, which included the 24" well drilling project. The drilling project cost approximately \$314,000 so there is sufficient budget capacity to move into the design and bidding phase. We do not anticipate construction to begin until late fall or early spring. The FY 2021 Budget will have a line item amount of \$1,200,000 for well construction and the remainder of the engineering services. Cap Fees will pay for the project. The related transmission main will be constructed late summer/early fall of this year in preparation for the well to be put online in summer of 2021. Engineering services for the Ralph Capaul Well were approximately \$183,000.00 in 2014. Utilizing an inflationary calculator, in today's market, expected costs would equate to an estimated \$225,000.00.

PERFORMANCE ANALYSIS: Staff solicited proposals from engineering firms for the final design and related construction bidding services for a new municipal well, to be called the Huetter Well. Proposals were received from Welch Comer and Associates, Keller Associates, and Verdis. A three member committee reviewed the three submitted proposals. Staff utilized a preapproved scoring system to evaluate the submittals with Keller Associates receiving the highest overall score. Staff met with the consultant to discuss a scope of work in detail so that the consultant could provide

a quote for design and construction purposes. A consultant services agreement will be prepared for Council approval. As the Huetter Well will take over as a primary well for the Upper Zone, the design will follow the concept of energy efficiency and conservation as much as is practical and reasonably cost effective.

DECISION POINT/RECOMMENDATION: City Council should approve of the selection of Keller Associates as the consultant and authorize a contract for design and construction engineering and consultant services for the construction of the new Huetter Well with a proposed fee of \$218,930.00.



1



2

TRAILS TRANSMISSION MAIN ROUTE



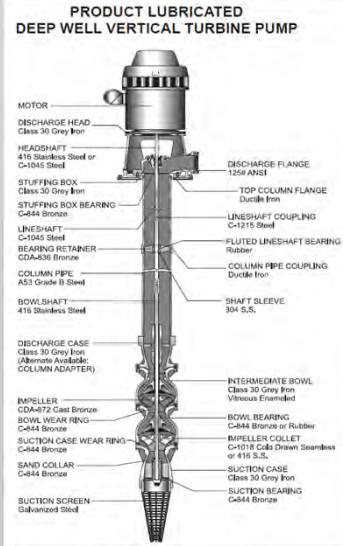
3

HUETTER WELL DRILLED AND TESTED



4

DESIGN AND SELECT EQUIPMENT



SPIDER BEARINGS, COLUMNS, AND SHAFT



5

DESIGN AND CONSTRUCT NEW BUILDING



6

COMPLETE SITE IMPROVEMENTS



7

THANK YOU!



8

RESOLUTION NO. 20-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH KELLER ASSOCIATES, INC., FOR DESIGN AND CONSTRUCTION ENGINEERING AND CONSULTANT SERVICES FOR THE NEW HUETTER WELL.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a contract with Keller Associates, Inc., for design and construction engineering and consultant services for the new Huetter Well, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such contract;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for design and construction engineering and consultant services for the new Huetter Well with Keller Associates, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the agreement remain intact.

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

DATED this 21st day of July, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

_____ was absent. Motion _____.

CONTRACT

THIS CONTRACT, made and entered into this 21st day of July, 2020, 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 **KELLER ASSOCIATES**, 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 601 Sherman Avenue, Suite 1, Idaho 83814, hereinafter referred to as “**CONTRACTOR**”,

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **design and construction engineering and consultant services for the new Huetter Well** 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 Department Director, 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 **Two Hundred Eighteen Thousand Nine Hundred Thirty Dollars and No/100 Dollars (\$218,930.00)**.

Partial payment shall be made by the end 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 **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 limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) 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 construction 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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will 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 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:
KELLER ASSOCIATES, INC.**

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

CITY COUNCIL STAFF REPORT

FROM: Tim Martin Director of Streets & Engineering
INITIATED BY: Kim Harrington, Asst. Project Manager
DATE: July 21, 2020
SUBJECT: **AUTHORIZATION TO ENTER AGREEMENT WITH COLEMAN OIL**

DECISION POINT:

Should Council authorize staff to enter into agreement with Coleman Oil for fuel services.

HISTORY:

The city's fuel services contract with Coleman Oil Company (previously Clark Oil) will expire on August 31, 2020. To incentivize performance, this contract was for a one-year base contract and annual options to renew the contract for up to three additional one-year periods. The city's contract with Coleman Oil is in its last option year. Coleman Oil has performed to expectations.

FINANCIAL ANALYSIS:

No major changes were proposed to the bid specifications. The proposed bid specifications and draft contract reflect housekeeping items made to keep terms and conditions current. This contract as proposed would offer a one-year base contract with 3 additional option years that could be exercised provided performance meets or exceeds the city's minimum contract requirements. This bid solicitation will ensure price competition of vendor mark-up prices over prevailing wholesale prices. The bid instructions and specifications require the bidder to provide in their bid a "mark up" factor to be added to the prevailing wholesale prices based on the Oil Price Information Service (OPIS) also referred to as the "OPIS Rack Average" for Spokane. Structuring this contract with a base year and 3 additional one-year extensions was designed to save the administrative costs associated with bidding this package on a yearly basis.

This year we received (2) two bids for our services:

<u>Company</u>	<u>Bid</u>
Coleman Oil	\$257,546.50
Kerr Oil	\$260,980.55

PERFORMANCE ANALYSIS:

These bid specifications reflect housekeeping changes only, and contract re-solicitation will not change the projected performance standards of the current contract being utilized to deliver fuel. The current contract terms have ensured best possible price and service standards. There have been no complaints from city users under these terms.

DECISION POINT/RECOMMENDATION:

Council should authorize staff to enter into an agreement with Coleman Oil for fuel services for one year with options for three additional one-year terms.

Attachments:

- 1) Bid Instructions, Bid Checklist, Bid Form and Specifications
- 2) Draft Fuel Services Contract

Exhibit "A"

Bid Proposal

The City of Coeur d'Alene, Idaho, desires to retain fuel Services for all City-owned and operated vehicles, and auxiliary equipment and machines. The following Bid Proposal, based on the weekly Oil Price Information Service (OPIS) as of July 01, 2020 ("OPIS Rack Average" for Spokane), includes any hazardous fees per gallon, Vendor's set markup and freight costs for the estimated gallons, in addition to Vendor's compliance with the bid specs, will be the basis upon which this bid is awarded. The number of gallons of fuel needed is represented as accurately as can be determined; however, no minimum or maximum amounts are guaranteed. If fuel consumption by the City falls short or exceeds those figures used below, Vendor agrees to charge bid prices for any fuel actually purchased.

The City reserves the right to reject any and all bids.

	Gallons		OPIS 7.01.20	Hazard Fee	Freight to CDA	Vendor Markup	Total
Unleaded gasoline	100,000	X	<u>1.5287</u>	+ <u>.026</u>	+ <u>.0376</u>	+ <u>.055</u>	= <u>164,730.00</u>
Premium UL gasoline	1000	X	<u>2.1334</u>	+ <u>.026</u>	+ <u>.0376</u>	+ <u>.055</u>	= <u>2,252.00</u>
LS Dyed Diesel	65,000	X	<u>1.2685</u>	+ <u>.026</u>	+ <u>.0438</u>	+ <u>.055</u>	= <u>90,564.50</u>
Total Estimated Cost of City Services						=	<u>257546.50</u>

If there are additional fees please list here: ID State Excise Tax of .32/gallon, ID Transfer Fee .01/gallon,
Federal LUST/Oil Spill Tax .00293 for Unleaded, .00314 for Non E Premium and Diesel. All taxes are based on current
rates and are subject to change during contract.

Mindy Saubacher
 Authorized Signature

Price and Supply Analyst
 Title

7/2/2020
 Date

Coleman Oil Co LLC 335 Mill Road, Lewiston, ID 83501

Address

2020 BID FUEL CHECK SHEET

Specification	YES	NO
<p>1. Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be implemented within one hour of power outage.</p>	x	
<p>2. Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2 and (optional) diesel exhaust fluid. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive-through capabilities for equipment of up to 42' long and 12' high, with a minimum of 50' for turning capabilities. One approved site must provide premium unleaded fuel.</p>	x	
<p>3. The fuels must be of a high quality grade, absent of condensation or other impurities that may be expected to impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.</p>	x	
<p>4. Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by Vendor. If Vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from Vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.</p>	x	

2020 BID FUEL CHECK SHEET

<p>5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and “squeegee” devices for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.</p>	<p>x</p>	
<p>6. The City will require Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:</p> <ul style="list-style-type: none"> (a) Date, time and site of each purchase (b) Vehicle ID (c) Driver identified by name/or card number (d) Odometer reading at the time of purchase (optional for user) (e) Miles driven between each fueling (with odometer reading) OPTIONAL (f) Miles per gallon for every transaction (with odometer) OPTIONAL (g) Cost per mile for every transaction (with odometer) OPTIONAL (h) Product purchased (i) Price per gallon (j) Gallons dispensed (k) All applicable taxes per transaction 	<p>x</p>	
<p>7. Vendor will supply one gas card for each individual/vehicle.</p>	<p>x</p>	
<p>8. Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Park & Rec., Police, Streets & Engineering, Fire, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.</p>	<p>x</p>	



Electrical Outage Contingency Plan

Coleman Oil Company has access to emergency generators in case of a power outage. We feel that the 1 hour requirement listed in the bid specification would not be reasonable to get something like this running. We'd like to propose using our fuel trucks as portable fueling stations should a power failure prevent our sites from operating. The above ground tanks at our Coeur d'Alene bulk plant can supply fuel to our trucks even during a power failure. The trucks are equipped with meters and your billing would still show the fuel itemized by vehicle.

Cleaning Supply Information

All of the sites listed below should be in compliance with your requirements for cleaning materials. Coleman Oil Company owns site #4366 and #4367 and are responsible for all maintenance and supplies. The other sites listed below are owned by other companies, but we do not anticipate that you should experience any issues with these sites.

Available Sites



Site #4366

Coleman Oil Company
3500 Ramsey Rd.
Coeur D'Alene ID 83815
(208)799-2000

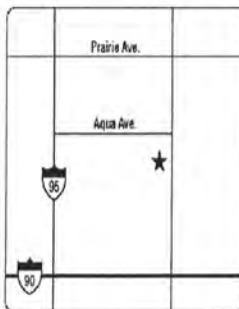
AF WD DD



Site #4367

Coleman Oil Company
108 Harrison Ave.
Coeur d'Alene, ID 83814
(208)799-2000

AF DD



Site #4370

Dexco – Conoco
7415 N. Government Way
Coeur d'Alene, ID 83815

POS AF MUL O CS PP A
H2O RR CAM

SPOKANE, WA

2020-07-01 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PSX	b 1-10	-- --	-- --	-- --	-- --	213.34	+ 2.00	06/30	18:00
Sinclair	b 1-10	-- --	-- --	-- --	-- --	211.67	+ 3.00	06/30	18:01
Sinclair	u 1-10	-- --	-- --	-- --	-- --	211.67	+ 3.00	06/30	18:01
XOM	b 125-3	-- --	-- --	-- --	-- --	217.31	+ 1.93	06/30	19:00
XOM	u Net	-- --	-- --	-- --	-- --	212.70	+ 3.90	06/30	19:00
LOW RACK		-- --		-- --		211.67			
HIGH RACK		-- --		-- --		217.31			
RACK AVG		-- --		-- --		213.34			
BRD LOW RACK		-- --		-- --		211.67			
BRD HIGH RACK		-- --		-- --		217.31			
BRD RACK AVG		-- --		-- --		214.11			
UBD LOW RACK		-- --		-- --		211.67			
UBD HIGH RACK		-- --		-- --		212.70			
UBD RACK AVG		-- --		-- --		212.19			
CONT AVG-07/01		-- --		-- --		213.34			
CONT LOW-07/01		-- --		-- --		211.67			
CONT HIGH-07/01		-- --		-- --		217.31			

SPOKANE, WA

2020-07-01 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PSX	b 1-10	149.70	+ 2.00	162.83	+ 2.00	175.96	+ 2.00	06/30	18:00
Genex	b 1-10	150.67	+ 3.20	168.54	+ 4.88	182.45	+ 5.05	06/30	18:00
Wyo. Ref.	u 1-10	151.00	+ 1.00	-- --	-- --	179.00	+ 1.00	06/30	18:00
Chevron	b 1t45c	151.40	+ 2.00	166.40	+ 2.00	178.90	+ 2.00	06/30	18:00
Texaco	b 1t45c	151.40	+ 2.00	166.40	+ 2.00	178.90	+ 2.00	06/30	18:00
XOM	u Net	152.15	+ 3.90	-- --	-- --	187.19	+ 3.90	06/30	19:00
PSX	u N-10	152.20	+ 2.00	167.20	+ 2.00	182.20	+ 2.00	06/30	18:00
XOM	b 125-3	152.95	+ 1.92	169.15	+ 1.92	184.90	+ 1.92	06/30	19:00
Sinclair	b 1-10	153.21	+ .10	166.40	- 2.00	178.90	- 2.00	06/30	18:01
Sinclair	u 1-10	153.21	+ .10	166.40	- 2.00	178.90	- 2.00	06/30	18:01
CalumetMT	b N-10	159.50o	+ 2.00	172.75o	+ 2.00	185.00o	+ 2.00	06/30	18:00
BP	u N-10	163.65	+ 2.00	181.65	+ 2.00	191.65	+ 2.00	06/30	23:59
LOW RACK		149.70		162.83		175.96			
HIGH RACK		163.65		181.65		191.65			
RACK AVG		152.87		168.33		181.72			
BRD LOW RACK		149.70		162.83		175.96			
BRD HIGH RACK		153.21		169.15		184.90			
BRD RACK AVG		151.56		166.62		180.00			
UBD LOW RACK		151.00		166.40		178.90			
UBD HIGH RACK		163.65		181.65		191.65			
UBD RACK AVG		154.44		171.75		183.79			
CONT AVG-07/01		152.87		168.33		181.72			
CONT LOW-07/01		149.70		162.83		175.96			
CONT HIGH-07/01		163.65		181.65		191.65			

o=out of product

SPOKANE, WA

LOW RETAIL	236.73
AVG RETAIL	248.96
LOW RETAIL EX-TAX	165.53
AVG RETAIL EX-TAX	177.76

SPOKANE, WA

2020-07-01 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	u Net	116.04	+ .91	-- --	-- --	-- --	-- --	06/30	19:00
Cenex	b 1-10	124.57	+ 4.88	-- --	-- --	129.32	+ 4.88	06/30	18:00
Sinclair	b 1-10	126.85	+ 2.10	-- --	-- --	-- --	-- --	06/30	18:01
Sinclair	u 1-10	126.85	+ 2.10	-- --	-- --	-- --	-- --	06/30	18:01
PSX	b 1-10	130.44	+ 5.05	-- --	-- --	-- --	-- --	06/30	18:00
PSX	u N-10	131.00	+ 5.00	-- --	-- --	-- --	-- --	06/30	18:00
BP	u N-10	132.20	+ 2.00	206.70	+ 2.00	-- --	-- --	06/29	14:00
CalumetMT	b N-10	134.25 ^o	+ 3.00	-- --	-- --	-- --	-- --	06/30	18:00
LOW RACK		116.04		206.70		129.32			
HIGH RACK		132.20		206.70		129.32			
RACK AVG		126.85		206.70		129.32			
BRD LOW RACK		124.57		-- --		129.32			
BRD HIGH RACK		130.44		-- --		129.32			
BRD RACK AVG		127.29		-- --		129.32			
UBD LOW RACK		116.04		206.70		-- --			
UBD HIGH RACK		132.20		206.70		-- --			
UBD RACK AVG		126.52		206.70		-- --			
CONT AVG-07/01		126.85		206.70		129.32			
CONT LOW-07/01		116.04		206.70		129.32			
CONT HIGH-07/01		132.20		206.70		129.32			

^o=out of product

Exhibit "A"

Bid Proposal

The City of Coeur d'Alene, Idaho, desires to retain fuel Services for all City-owned and operated vehicles, and auxiliary equipment and machines. The following Bid Proposal, based on the weekly Oil Price Information Service (OPIS) as of July 01, 2020 ("OPIS Rack Average" for Spokane), includes any hazardous fees per gallon, Vendor's set markup and freight costs for the estimated gallons, in addition to Vendor's compliance with the bid specs, will be the basis upon which this bid is awarded. The number of gallons of fuel needed is represented as accurately as can be determined; however, no minimum or maximum amounts are guaranteed. If fuel consumption by the City falls short or exceeds those figures used below, Vendor agrees to charge bid prices for any fuel actually purchased.

The City reserves the right to reject any and all bids.

	Gallons	OPIS 7.01.20	Hazard Fee	Freight to CDA	Vendor Markup	Total
Unleaded gasoline	100,000	X <u>1.5509</u>	+ <u>0.03983</u>	+ <u>0.0275</u>	+ <u>0.055</u>	= <u>\$167,323.00</u>
Premium UL gasoline	1000	X <u>1.8372</u>	+ <u>0.03983</u>	+ <u>0.0275</u>	+ <u>0.055</u>	= <u>\$2,057.60</u>
LS Dyed Diesel	65,000	X <u>1.2769</u>	+ <u>0.03983</u>	+ <u>0.0325</u>	+ <u>0.060</u>	= <u>\$91,599.95</u>
Total Estimated Cost of City Services =						<u>\$260,980.55</u>

If there are additional fees please list here:

"Hazard Fee" includes: Federal LUST Fee = \$0.001/gal
 State UST Fee = \$0.01/gal, WA HazSubFee = \$0.026905, and Fed Spill Fee = \$0.001429,
 All taxes and fees are based on current rates and are subject to change during contract period.



 Authorized Signature

Operations Manager

 Title

7/8/20

 Date

650 W. Clayton Ave., Coeur d'Alene, ID 83815

 Address

2020 BID FUEL CHECK SHEET

Specification	YES	NO
<p>1. Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be implemented within one hour of power outage.</p>	<p>*Please see "Power Outage Plan" Attached</p> <p>X</p>	
<p>2. Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2 and (optional) diesel exhaust fluid. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive-through capabilities for equipment of up to 42' long and 12' high, with a minimum of 50' for turning capabilities. One approved site must provide premium unleaded fuel.</p>	<p>X</p>	
<p>3. The fuels must be of a high quality grade, absent of condensation or other impurities that may be expected to impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.</p>	<p>X</p>	
<p>4. Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by Vendor. If Vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from Vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.</p>	<p>X</p>	

2020 BID FUEL CHECK SHEET

<p>5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and “squeegee” devices for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.</p>	<p>X</p>	
<p>6. The City will require Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:</p> <ul style="list-style-type: none"> (a) Date, time and site of each purchase (b) Vehicle ID (c) Driver identified by name/or card number (d) Odometer reading at the time of purchase (optional for user) (e) Miles driven between each fueling (with odometer reading) OPTIONAL (f) Miles per gallon for every transaction (with odometer) OPTIONAL (g) Cost per mile for every transaction (with odometer) OPTIONAL (h) Product purchased (i) Price per gallon (j) Gallons dispensed (k) All applicable taxes per transaction 	<p>X</p>	
<p>7. Vendor will supply one gas card for each individual/vehicle.</p>	<p>X</p>	
<p>8. Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Park & Rec., Police, Streets & Engineering, Fire, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.</p>	<p>X</p>	



Power Outage Contingency Plan

Kerr Oil company does have access to emergency generators, however we offer a more time efficient plan below:

We have a total of 7 cardlock locations throughout CDA, Post Falls, and Rathdrum. In case of a power outage, we would be able to direct you to the next closest store that does have power. In case of a total power outage, we have the ability to manually pump onto our transports and small delivery trucks and would be able to fill up all vehicles at our bulk plant located in central CDA at 650 W. Clayton Ave., Coeur d'Alene, ID 83815. All billing would remain the same and monthly reports would continue to be categorized and itemized by department and vehicle.

A list of all locations and the products they offer are provided below (all locations meet your cleaning requirements):

Prairie Jifi Stop

1600 W. Prairie Ave., Coeur d'Alene, ID

(208)772-5190

Products: Unleaded E10 (Reg, Mid, Prem), Non Ethanol Premium, Clear Diesel #2, Dyed Diesel #2 (off-road)

Kerr Oil Company – Bulk Plant

650 W. Clayton Ave., Coeur d'Alene, ID

(208)765-2266

Products: Unleaded E10 (Reg, Mid, Prem), Non E Prem, Clear Diesel #2, Dyed Diesel #2, Clear Diesel #1

Freeway Jifi Stop

2105 N. 4th Street, Coeur d'Alene, ID

(208)664-5845

Products: Unleaded E10 (Reg, Mid, Prem), Clear Diesel #2

Hayden Jifi Stop

284 W. Hayden Ave., Hayden, ID

(208)772-4211

Products: Unleaded E10 (Reg, Mid, Prem), Clear Diesel #2



Appleway Jifi Stop

502 W. Appleway Ave, Coeur d'Alene, ID

(208)765-1909

Products: Unleaded E10 (Reg, Mid, Prem), Clear Diesel #2

Post Falls Jifi Stop

701 N. Spokane Street, Post Falls, ID

(208)777-9040

Products: Unleaded E10 (Reg, Mid, Prem), Clear Diesel #2

Rathdrum Jifi Stop

15370 Highway 41, Rathdrum, ID

(208)687-2606

Products: Unleaded E10 (Reg, Mid, Prem), Clear Diesel #2

Sincerely,

Jess Johnson
Operations Manager
Kerr Oil Company

Phone: 208-765-2266 | Cell: 208-819-7788 | Fax: 208-664-2428

BID SPECIFICATIONS

The City of Coeur d'Alene, Idaho, desires to purchase Fuel Services for all City-owned and operated vehicles, and auxiliary equipment and machines. Failure to comply with the bid specifications will render the bid non-responsive. The following specifications are required:

1. Vendor will supply fuel to City vehicles from card lock operated dispensing centers. For events of power loss, the vendor must have generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of the power outage. Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will perform within one hour of power outage.
2. Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. At least one of the dispensing centers may be a convenience store, retail service station, etc. The price for fuel from this type of outlet will be adjusted downward to meet the bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel, and diesel #2. Preference for locations to include Diesel Exhaust Fluid (DEF) pump optional. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment up to 42' long and 12' high with a minimum of 50' for turning capabilities. At least one approved site must provide premium unleaded fuel.
3. The fuels must be of a high-quality grade, free of condensation or other impurities that may be expected to impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.
4. Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by Vendor. If Vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from Vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or constitute grounds for contract termination.
5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and "squeegee" devices for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.
6. The City will require Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time, and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name/or card number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon

- (j) Gallons dispensed
- (k) All applicable taxes per transaction

7. Vendor will supply one gas card for each individual/vehicle.
8. Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Parks, Police, Streets, Fire, Engineering, Recreations, Stormwater, Water, Wastewater, and others) and assist with data to support state fuel audits and other reporting requirements.
9. Vendor's cost, as referenced by the weekly Oil Price Information Service average for Spokane, known as the "OPIS Rack Average" for Spokane, must be available to the City each month, plus vendor's markup, total gallons, and total amount of purchases provided and due for the billing period.
10. Changes in Vendor's cost per gallon to the City can be made during the billing period by referencing the Oil Price Information Service (OPIS). Vendor's markup per gallon may not change during the period of the contract. Term of the contract shall be one year commencing August 31, 2020. The City, in its sole option, shall have the option to renew the contract for three (3) additional one (1) year periods upon the same terms as the initial contract.
11. Vendor is to supply the City with approximately the following number of gallons of fuel during the base (first year) period of the bid award:

- A. Unleaded gasoline 100,000 gallons
- B. Premium unleaded gasoline 1,000 gallons
- C. Diesel fuel 65,000 gallons

No guarantee of minimum or maximum amount is made in any category.

12. Example of Bid Proposal – based on weekly Oil Price Information Service (OPIS) current as of July 1, 2020, and vendor's set markup, and estimated gallons:

*****EXAMPLE ONLY*****

	Gallons	OPIS	Markup	Vendor Total
Unleaded Gasoline	100,000	X \$1.00	+ 0.01 =	\$100,010.00
Premium Unleaded	1,000	X \$1.00	+ 0.01 =	\$1,000.10
Diesel Fuel	65,000	X \$1.00	+ 0.01 =	\$65,006.50
Total Estimated Cost				\$166,016.60

13. Vendor will be required to enter into a written contract with the City. Failure to comply with the terms of the contract will result in contract termination.

SPOKANE, WA

2020-07-01 22:15:04 EDT

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	u Net	120.54	+ 4.50	-- --	-- --	-- --	-- --	07/01	19:00
Cenex	b 1-10	122.10	- 2.07	-- --	-- --	126.85	- 2.07	07/01	18:00
XOM	b 125-3	123.47	+ 4.55	-- --	-- --	-- --	-- --	07/01	19:00
PSX	b 1-10	124.38	+ 2.02	-- --	-- --	-- --	-- --	07/01	18:00
PSX	u N-10	125.00	+ 2.00	-- --	-- --	-- --	-- --	07/01	18:00
Sinclair	b 1-10	125.70	- .80	-- --	-- --	-- --	-- --	07/01	18:01
Sinclair	u 1-10	125.70	- .80	-- --	-- --	-- --	-- --	07/01	18:01
Chevron	b 1t45c	126.00	+ 1.30	-- --	-- --	-- --	-- --	07/01	18:00
Texaco	b 1t45c	126.00	+ 1.30	-- --	-- --	-- --	-- --	07/01	18:00
BP	u N-10	132.20	+ 1.00	206.20	+ 2.00	-- --	-- --	07/01	18:00
CalumetMT	b N-10	135.75o	+ 2.00	-- --	-- --	-- --	-- --	07/01	18:00
LOW RACK		120.54		206.20		126.85			
HIGH RACK		132.20		206.20		126.85			
RACK AVG		125.11		206.20		126.85			
BRD LOW RACK		122.10		-- --		126.85			
BRD HIGH RACK		126.00		-- --		126.85			
BRD RACK AVG		124.61		-- --		126.85			
UBD LOW RACK		120.54		206.20		-- --			
UBD HIGH RACK		132.20		206.20		-- --			
UBD RACK AVG		125.86		206.20		-- --			
CONT AVG-07/01		123.81		206.20		128.92			
CONT LOW-07/01		116.04		206.20		128.92			
CONT HIGH-07/01		131.20		206.20		128.92			

o=out of product

SPOKANE, WA

2020-07-01 22:15:04 EDT

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	u Net	120.54	+ 4.50	-- --	-- --	-- --	-- --	07/01	19:00
Cenex	b 1-10	122.50	- 2.07	-- --	-- --	127.25	- 2.07	07/01	18:00
Sinclair	b 1-10	126.05	- .80	-- --	-- --	-- --	-- --	07/01	18:01
Sinclair	u 1-10	126.05	- .80	-- --	-- --	-- --	-- --	07/01	18:01
PSX	b 1-10	132.46	+ 2.02	-- --	-- --	-- --	-- --	07/01	18:00
PSX	u N-10	133.00	+ 2.00	-- --	-- --	-- --	-- --	07/01	18:00
BP	u N-10	133.20	+ 1.00	206.70	+ 2.00	-- --	-- --	07/01	18:00
CalumetMT	b N-10	136.25o	+ 2.00	-- --	-- --	-- --	-- --	07/01	18:00
LOW RACK		120.54		206.70		127.25			
HIGH RACK		133.20		206.70		127.25			
RACK AVG		127.69		206.70		127.25			
BRD LOW RACK		122.50		-- --		127.25			
BRD HIGH RACK		132.46		-- --		127.25			
BRD RACK AVG		127.00		-- --		127.25			
UBD LOW RACK		120.54		206.70		-- --			
UBD HIGH RACK		133.20		206.70		-- --			
UBD RACK AVG		128.20		206.70		-- --			
CONT AVG-07/01		126.85		206.70		129.32			
CONT LOW-07/01		116.04		206.70		129.32			
CONT HIGH-07/01		132.20		206.70		129.32			

SPOKANE, WA

2020-07-01 22:15:04 EDT

OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PSX	b 1-10	-- --	-- --	-- --	-- --	218.34	+ 5.00	07/01	18:00
Sinclair	b 1-10	-- --	-- --	-- --	-- --	213.67	+ 2.00	07/01	18:01
Sinclair	u 1-10	-- --	-- --	-- --	-- --	213.67	+ 2.00	07/01	18:01
XOM	b 125-3	-- --	-- --	-- --	-- --	215.28	- 2.03	07/01	19:00
XOM	u Net	-- --	-- --	-- --	-- --	210.70	- 2.00	07/01	19:00
LOW RACK		-- --		-- --		210.70			
HIGH RACK		-- --		-- --		218.34			
RACK AVG		-- --		-- --		214.33			
BRD LOW RACK		-- --		-- --		213.67			
BRD HIGH RACK		-- --		-- --		218.34			
BRD RACK AVG		-- --		-- --		215.76			
UBD LOW RACK		-- --		-- --		210.70			
UBD HIGH RACK		-- --		-- --		213.67			
UBD RACK AVG		-- --		-- --		212.19			
CONT AVG-07/01		-- --		-- --		213.34			
CONT LOW-07/01		-- --		-- --		211.67			
CONT HIGH-07/01		-- --		-- --		217.31			

SPOKANE, WA

2020-07-01 22:15:04 EDT

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
XOM	u Net	150.15	- 2.00	-- --	-- --	185.19	- 2.00	07/01	19:00
XOM	b 125-3	150.93	- 2.02	167.13	- 2.02	182.88	- 2.02	07/01	19:00
Wyo. Ref.	u 1-10	153.00	+ 2.00	-- --	-- --	181.00	+ 2.00	07/01	18:00
Cenex	b 1-10	153.67	+ 3.00	168.40	- .14	180.95	- 1.50	07/01	18:00
Chevron	b 1t45c	154.40	+ 3.00	169.40	+ 3.00	181.90	+ 3.00	07/01	18:00
Texaco	b 1t45c	154.40	+ 3.00	169.40	+ 3.00	181.90	+ 3.00	07/01	18:00
PSX	b 1-10	154.70	+ 5.00	167.83	+ 5.00	180.96	+ 5.00	07/01	18:00
Sinclair	b 1-10	155.42	+ 2.21	169.65	+ 3.25	182.15	+ 3.25	07/01	18:01
Sinclair	u 1-10	155.42	+ 2.21	169.65	+ 3.25	182.15	+ 3.25	07/01	18:01
PSX	u N-10	157.20	+ 5.00	172.20	+ 5.00	187.20	+ 5.00	07/01	18:00
CalumetMT	b N-10	163.50	+ 4.00	176.75	+ 4.00	189.00	+ 4.00	07/01	18:00
BP	u N-10	166.65	+ 3.00	184.65	+ 3.00	194.65	+ 3.00	07/01	18:00
LOW RACK		150.15		167.13		180.95			
HIGH RACK		166.65		184.65		194.65			
RACK AVG		155.09		170.92		183.72			
BRD LOW RACK		150.93		167.13		180.95			
BRD HIGH RACK		155.42		169.65		182.88			
BRD RACK AVG		153.92		168.64		181.79			
UBD LOW RACK		150.15		169.65		181.00			
UBD HIGH RACK		166.65		184.65		194.65			
UBD RACK AVG		156.48		175.50		186.04			
CONT AVG-07/01		152.87		168.33		181.72			
CONT LOW-07/01		149.70		162.83		175.96			
CONT HIGH-07/01		163.65		181.65		191.65			

o=out of product

SPOKANE, WA

LOW RETAIL	236.73
AVG RETAIL	248.96
LOW RETAIL EX-TAX	165.53
AVG RETAIL EX-TAX	177.76

RESOLUTION NO. 20-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AUTHORIZING A CONTRACT WITH, COLEMAN OIL COMPANY, LLC, FOR FUEL SERVICES.

WHEREAS, the City duly advertised invitation for bids for fuel services in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 11:00 a.m., on Friday the 10th day of July, 2020. The lowest responsive bid received was that of Coleman Oil Company, LLC, in the amount of Two Hundred Fifty-Seven Thousand, Five Hundred Forty-Six dollars and fifty cents (\$257,546.50). It is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Coleman Oil Company, LLC, in the amount of \$257,546.50 for fuel services be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Coleman Oil Company, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 21st day of July, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

THE CITY OF COEUR D'ALENE FUEL SERVICES BID SPECIFICATIONS

INTRODUCTION

The Fuel Services bid being solicited is one in which the successful bidder will:

- assure the quality and availability of fuel at a reasonable and competitive cost, and at reasonably convenient and accessible locations;
- provide adequate monthly reports that allocate costs to their appropriate departments;
- provide other fleet fuel services, audit efficiencies and customer service to the satisfaction of the City of Coeur d'Alene.

BIDDER INSTRUCTIONS

1. Sealed bids will be received by the City Council of the City of Coeur d'Alene at the office of the City Clerk of said City on or before the 10th of July, until the hour of **10:00 A.M. local time**, and shall be clearly marked "2020 FUEL SERVICES"
2. Bids received by the City may not be withdrawn after the time set in the notice for opening the bids. All bids received shall be opened at the time and place set in the notice inviting bids, and no person shall be denied the right to be present at the opening of bids. The bid award will be made within thirty (30) days of the date of the opening of bids, unless complicating circumstances arise.
3. Bid proposal form, bid checklist, bid instructions and bid specifications are available to interested bidders at the office of the City Clerk.
4. All questions about the meaning or intent of the Contract Documents are to be submitted to Kim Harrington, KIMH@cdaid.org or (208) 769-2214, in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by addendum mailed or delivered to all parties recorded as having received the Contract Documents. Questions received less than three (3) days prior to the date of opening bids may not be answered. Only questions answered by written Addenda will be binding. Oral and other interpretations or clarification will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.
5. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Notice of Advertisement and these Instructions, and that without exception the Bid is premised upon performing and furnishing the goods and services required by the Contract Documents; that the Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by the City are acceptable to Bidder, and that the Contract Documents are generally

sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

6. It is the responsibility of each Bidder before submitting a Bid, to: examine and carefully study the Contract Documents, any Addenda and other related data identified in the Contract Documents; become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress, or delivery of the work; study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and other such related data; and to promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Contract Documents at least three business days prior to the date and time set for bid opening.
7. The Bid Form is included with the Contract Documents. Bidder may reproduce additional copies as necessary for use. All blanks on the Bid Form shall be completed by printing in black or blue ink or by typewriter and the Bid signed. A Bid by corporations shall be executed in the corporate name by the president or vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. A Bid by partnerships shall be executed in the partnership name and signed by a general partner, whose title must also appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm must be shown below the signature. A Bid by an individual shall show the Bidder's name and official address. A Bid by a joint venture shall be executed by each joint venturer. The official address of the joint venture shall be shown below the signature. All names shall be typed or printed in ink below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form. The address and telephone number for communications regarding the Bid shall be shown. The Bid shall contain evidence of Bidder's authority and qualifications to do business in the state of Idaho.
8. Bidders shall submit a Bid on a unit price basis for each item of listed in the Unit Price Schedule. Failure to complete the entire Unit Price shall render the Bid non-responsive. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. Discrepancies between the multiplication of units of Work and the unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents.
9. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at prior to the date and time for the opening of Bids.

10. Bids will be considered at the time and place indicated in the Notice for Bids and, unless obviously un-responsive, read aloud publicly. An abstract of the amounts of the Bids will be made available to the Bidders within 35 days after the opening of Bids upon request, unless the work is not awarded and is to be re-bid.
11. All bids shall contain one of the following forms of bid security in an amount equal to 5 percent (5%) of the amount of the bid (based on the estimated number of gallons of fuels as shown in bid documents):
 - (a) Cash
 - (b) Cashier's check made payable to the City
 - (c) Certified check made payable to the City
 - (d) Bidder's bond executed by a surety company qualified to do business in Idaho, made payable to the City.
12. If the successful bidder fails to execute the contract, the amount of the bid security shall be forfeited to the City, subject to provisions of Idaho Code § 67-2806.
13. The City reserves the right to reject any and all bids, and to waive informalities which do not affect the essential fairness of the bidding process. The successful bidder is the qualified bidder submitting the lowest responsive bid.
14. Bids must be submitted on the "Bid Proposal" form which is available from the City Clerk's office located at City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

BID SPECIFICATIONS

The City of Coeur d'Alene, Idaho, desires to purchase Fuel Services for all City-owned and operated vehicles, and auxiliary equipment and machines. Failure to comply with the bid specifications will render the bid non-responsive. The following specifications are required:

1. Vendor will supply fuel to City vehicles from card lock operated dispensing centers. For events of power loss, the vendor must have generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of the power outage. Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will perform within one hour of power outage.
2. Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. At least one of the dispensing centers may be a convenience store, retail service station, etc. The price for fuel from this type of outlet will be adjusted downward to meet the bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2. Preference for locations to include Diesel Exhaust Fluid (DEF) pump optional. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment up to 42' long and 12' high with a minimum of 50' for turning capabilities. At least one approved site must provide premium unleaded fuel.
3. The fuels must be of a high-quality grade, free of condensation or other impurities that may be expected to impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.
4. Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by Vendor. If Vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from Vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or constitute grounds for contract termination.
5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and "squeegee" devices for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.

6. The City will require Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name/or card number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons dispensed
 - (k) All applicable taxes per transaction

7. Vendor will supply one gas card for each individual/vehicle.

8. Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Parks, Police, Streets, Fire, Engineering, Recreations, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.

9. Vendor's cost, as referenced by the weekly Oil Price Information Service average for Spokane, known as the "OPIS Rack Average" for Spokane, must be available to the City each month, plus vendor's markup, total gallons, and total amount of purchases provided and due for the billing period.

10. Changes in Vendor's cost per gallon to the City can be made during the billing period by referencing the Oil Price Information Service (OPIS). Vendor's markup per gallon may not change during the period of the contract. Term of the contract shall be one year commencing August 31, 2020. The City, in its sole option, shall have the option to renew the contract for three (3) additional one (1) year periods upon the same terms as the initial contract.

11. Vendor is to supply the City with approximately the following number of gallons of fuel during the base (first year) period of the bid award:

A.	Unleaded gasoline	100,000 gallons
B.	Premium unleaded gasoline	1000 gallons
C.	Diesel fuel	65,000 gallons

No guarantee of minimum or maximum amount is made in any category.

12. Example of Bid Proposal – based on weekly Oil Price Information Service (OPIS) current as of July 1, 2020, and vendor's set markup, and estimated gallons:

*****EXAMPLE ONLY*****

	Gallons	OPIS	Markup	Vendor Total
Unleaded Gasoline	100,000	X \$1.00	+ 0.01 =	\$100,010.00
Premium Unleaded	1,000	X \$1.00	+ 0.01 =	\$1,000.10
Diesel Fuel	65,000	X \$1.00	+ 0.01 =	\$65,006.50
Total Estimated Cost				\$166,016.60

13. Vendor will be required to enter into a written contract with the City. Failure to comply with the terms of the contract will result in contract termination.

Bid Proposal

The City of Coeur d'Alene, Idaho, desires to retain fuel Services for all City-owned and operated vehicles, and auxiliary equipment and machines. The following Bid Proposal, based on the weekly Oil Price Information Service (OPIS) as of July 01, 2020 ("OPIS Rack Average" for Spokane), includes any hazardous fees per gallon, Vendor's set markup and freight costs for the estimated gallons, in addition to Vendor's compliance with the bid specs, will be the basis upon which this bid is awarded. The number of gallons of fuel needed is represented as accurately as can be determined; however, no minimum or maximum amounts are guaranteed. If fuel consumption by the City falls short or exceeds those figures used below, Vendor agrees to charge bid prices for any fuel actually purchased.

The City reserves the right to reject any and all bids.

	Gallons		OPIS 7.01.20	Hazard Fee	Freight to CDA	Vendor Markup	Total
Unleaded gasoline	100,000	X	<u>1.5287</u>	+ <u>.026</u>	+ <u>.0376</u>	+ <u>.055</u>	= <u>164,730.00</u>
Premium UL gasoline	1000	X	<u>2.1334</u>	+ <u>.026</u>	+ <u>.0376</u>	+ <u>.055</u>	= <u>2,252.00</u>
LS Dyed Diesel	65,000	X	<u>1.2685</u>	+ <u>.026</u>	+ <u>.0438</u>	+ <u>.055</u>	= <u>90,564.50</u>
Total Estimated Cost of City Services						=	<u>257546.50</u>

If there are additional fees please list here: ID State Excise Tax of .32/gallon, ID Transfer Fee .01/gallon,
Federal Lust/Oil Spill Tax .00293 for Unleaded, .00314 for Non E Premium and Diesel. All taxes are based on current
rates and are subject to change during contract.

Mimi Saubacher
 Authorized Signature

Price and Supply Analyst
 Title

7/2/2020
 Date

Coleman Oil Co LLC 335 Mill Road, Lewiston, ID 83501

Address

2020 BID FUEL CHECK SHEET

Specification	YES	NO
<p>1. Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be implemented within one hour of power outage.</p>	x	
<p>2. Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2 and (optional) diesel exhaust fluid. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive-through capabilities for equipment of up to 42' long and 12' high, with a minimum of 50' for turning capabilities. One approved site must provide premium unleaded fuel.</p>	x	
<p>3. The fuels must be of a high quality grade, absent of condensation or other impurities that may be expected to impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.</p>	x	
<p>4. Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by Vendor. If Vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from Vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.</p>	x	

2020 BID FUEL CHECK SHEET

<p>5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and “squeegee” devices for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.</p>	<p>x</p>	
<p>6. The City will require Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:</p> <ul style="list-style-type: none"> (a) Date, time and site of each purchase (b) Vehicle ID (c) Driver identified by name/or card number (d) Odometer reading at the time of purchase (optional for user) (e) Miles driven between each fueling (with odometer reading) OPTIONAL (f) Miles per gallon for every transaction (with odometer) OPTIONAL (g) Cost per mile for every transaction (with odometer) OPTIONAL (h) Product purchased (i) Price per gallon (j) Gallons dispensed (k) All applicable taxes per transaction 	<p>x</p>	
<p>7. Vendor will supply one gas card for each individual/vehicle.</p>	<p>x</p>	
<p>8. Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Park & Rec., Police, Streets & Engineering, Fire, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.</p>	<p>x</p>	



Electrical Outage Contingency Plan

Coleman Oil Company has access to emergency generators in case of a power outage. We feel that the 1 hour requirement listed in the bid specification would not be reasonable to get something like this running. We'd like to propose using our fuel trucks as portable fueling stations should a power failure prevent our sites from operating. The above ground tanks at our Coeur d'Alene bulk plant can supply fuel to our trucks even during a power failure. The trucks are equipped with meters and your billing would still show the fuel itemized by vehicle.

Cleaning Supply Information

All of the sites listed below should be in compliance with your requirements for cleaning materials. Coleman Oil Company owns site #4366 and #4367 and are responsible for all maintenance and supplies. The other sites listed below are owned by other companies, but we do not anticipate that you should experience any issues with these sites.

Available Sites



Site #4366

Coleman Oil Company
3500 Ramsey Rd.
Coeur D'Alene ID 83815
(208)799-2000

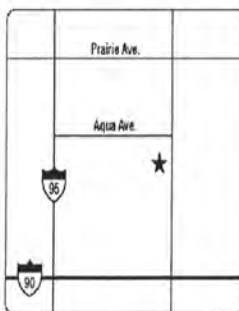
AF WD DD



Site #4367

Coleman Oil Company
108 Harrison Ave.
Coeur d'Alene, ID 83814
(208)799-2000

AF DD



Site #4370

Dexco - Conoco
7415 N. Government Way
Coeur d'Alene, ID 83815

POS AF MUL O CS PP A
H2O RR CAM

Telephone 208.799.2000 • Toll Free 888.799.2000 • Fax 208.799.2008
Office 335 Mill Road • PO Box 1308 • Lewiston, ID 83501
Web www.colemanoil.com

SPOKANE, WA

2020-07-01 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PSX	b 1-10	-- --	-- --	-- --	-- --	213.34	+ 2.00	06/30	18:00
Sinclair	b 1-10	-- --	-- --	-- --	-- --	211.67	+ 3.00	06/30	18:01
Sinclair	u 1-10	-- --	-- --	-- --	-- --	211.67	+ 3.00	06/30	18:01
XOM	b 125-3	-- --	-- --	-- --	-- --	217.31	+ 1.93	06/30	19:00
XOM	u Net	-- --	-- --	-- --	-- --	212.70	+ 3.90	06/30	19:00
LOW RACK		-- --		-- --		211.67			
HIGH RACK		-- --		-- --		217.31			
RACK AVG		-- --		-- --		213.34			
BRD LOW RACK		-- --		-- --		211.67			
BRD HIGH RACK		-- --		-- --		217.31			
BRD RACK AVG		-- --		-- --		214.11			
UBD LOW RACK		-- --		-- --		211.67			
UBD HIGH RACK		-- --		-- --		212.70			
UBD RACK AVG		-- --		-- --		212.19			
CONT AVG-07/01		-- --		-- --		213.34			
CONT LOW-07/01		-- --		-- --		211.67			
CONT HIGH-07/01		-- --		-- --		217.31			

SPOKANE, WA

2020-07-01 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
PSX	b 1-10	149.70	+ 2.00	162.83	+ 2.00	175.96	+ 2.00	06/30	18:00
Genex	b 1-10	150.67	+ 3.20	168.54	+ 4.88	182.45	+ 5.05	06/30	18:00
Wyo. Ref.	u 1-10	151.00	+ 1.00	-- --	-- --	179.00	+ 1.00	06/30	18:00
Chevron	b 1t45c	151.40	+ 2.00	166.40	+ 2.00	178.90	+ 2.00	06/30	18:00
Texaco	b 1t45c	151.40	+ 2.00	166.40	+ 2.00	178.90	+ 2.00	06/30	18:00
XOM	u Net	152.15	+ 3.90	-- --	-- --	187.19	+ 3.90	06/30	19:00
PSX	u N-10	152.20	+ 2.00	167.20	+ 2.00	182.20	+ 2.00	06/30	18:00
XOM	b 125-3	152.95	+ 1.92	169.15	+ 1.92	184.90	+ 1.92	06/30	19:00
Sinclair	b 1-10	153.21	+ .10	166.40	- 2.00	178.90	- 2.00	06/30	18:01
Sinclair	u 1-10	153.21	+ .10	166.40	- 2.00	178.90	- 2.00	06/30	18:01
CalumetMT	b N-10	159.50o	+ 2.00	172.75o	+ 2.00	185.00o	+ 2.00	06/30	18:00
BP	u N-10	163.65	+ 2.00	181.65	+ 2.00	191.65	+ 2.00	06/30	23:59
LOW RACK		149.70		162.83		175.96			
HIGH RACK		163.65		181.65		191.65			
RACK AVG		152.87		168.33		181.72			
BRD LOW RACK		149.70		162.83		175.96			
BRD HIGH RACK		153.21		169.15		184.90			
BRD RACK AVG		151.56		166.62		180.00			
UBD LOW RACK		151.00		166.40		178.90			
UBD HIGH RACK		163.65		181.65		191.65			
UBD RACK AVG		154.44		171.75		183.79			
CONT AVG-07/01		152.87		168.33		181.72			
CONT LOW-07/01		149.70		162.83		175.96			
CONT HIGH-07/01		163.65		181.65		191.65			

o=out of product

SPOKANE, WA

LOW RETAIL	236.73
AVG RETAIL	248.96
LOW RETAIL EX-TAX	165.53
AVG RETAIL EX-TAX	177.76

SPOKANE, WA

2020-07-01 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	u Net	116.04	+ .91	-- --	-- --	-- --	-- --	06/30	19:00
Cenex	b 1-10	124.57	+ 4.88	-- --	-- --	129.32	+ 4.88	06/30	18:00
Sinclair	b 1-10	126.85	+ 2.10	-- --	-- --	-- --	-- --	06/30	18:01
Sinclair	u 1-10	126.85	+ 2.10	-- --	-- --	-- --	-- --	06/30	18:01
PSX	b 1-10	130.44	+ 5.05	-- --	-- --	-- --	-- --	06/30	18:00
PSX	u N-10	131.00	+ 5.00	-- --	-- --	-- --	-- --	06/30	18:00
BP	u N-10	132.20	+ 2.00	206.70	+ 2.00	-- --	-- --	06/29	14:00
CalumetMT	b N-10	134.25 ^o	+ 3.00	-- --	-- --	-- --	-- --	06/30	18:00
LOW RACK		116.04		206.70		129.32			
HIGH RACK		132.20		206.70		129.32			
RACK AVG		126.85		206.70		129.32			
BRD LOW RACK		124.57		-- --		129.32			
BRD HIGH RACK		130.44		-- --		129.32			
BRD RACK AVG		127.29		-- --		129.32			
UBD LOW RACK		116.04		206.70		-- --			
UBD HIGH RACK		132.20		206.70		-- --			
UBD RACK AVG		126.52		206.70		-- --			
CONT AVG-07/01		126.85		206.70		129.32			
CONT LOW-07/01		116.04		206.70		129.32			
CONT HIGH-07/01		132.20		206.70		129.32			

^o=out of product

CONTRACT

THIS CONTRACT is made and entered into this 21st day of July, 2020, 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 called the "**CITY**," and **COLEMAN OIL COMPANY, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its mailing address of PO Box 1308, Lewiston, ID 83501 hereinafter called the "**VENDOR**."

WITNESSETH:

In consideration of the conditions and covenants set forth herein the parties agree as follows:

1. That the **VENDOR** shall furnish fuel and fuel management services to the **CITY** according to the specifications set forth in Exhibit "A" attached hereto and by the reference incorporated herein.
2. That all fuels must be of a high quality grade, and absent of condensation or other impurities that may be expected to impact the performance of City vehicles.
3. That a sufficient supply of cleaning materials must be maintained at each card-lock location, including paper towels, water, and "squeegee" device for cleaning the windshield, and a refuse container will also be provided, all at the Vendor's sole expense.
4. The **VENDOR** will supply fuel to City vehicles from card lock operated dispensing centers to the **CITY's** satisfaction, and be available 24 hours a day to personally verify the dispensing of and signing for fuel. In the event of a power failure, the **VENDOR** will provide backup for fuel dispensing within one hour of power outage.
5. The **VENDOR** must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for City-supplied fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 42' long and 12' in height with a minimum of 50' for turning capabilities. One approved site must provide premium unleaded fuel

6. Diesel fuel will be blended from October through March to meet a requirement of –20 degrees Fahrenheit without gelling.
7. The **VENDOR** agrees that in the event the City determines there is a fuel shortage, the **CITY** shall be the **VENDOR's** highest priority customer receiving fuel prior to all other paying or non paying customers.
8. The **VENDOR** agrees that the **VENDOR** will maintain during the term of this contract a backup system that will be metered gravity flow system manually operated by **VENDOR** employees from the bulk plant facility located at 3500 Ramsey Rd and 108 Harrison Avenue sites, Coeur d'Alene, Idaho.
9. The **VENDOR** agrees to random fuel testing to be done by an independent test firm of the **CITY's** choosing. The **CITY** may request fuel testing, up to four (4) times a year. Fuel tanks will be made immediately available for this purpose. The cost of this testing to be paid by the **VENDOR**. If the **VENDOR** fails to promptly pay testing costs, the **CITY** may, at **CITY's** discretion, deduct testing costs from the **VENDOR's** fuel billing. The parties agree that failure to cooperate with testing will result in preclusion from future bidding for the **CITY's** fuel services Contract, and be deemed a material breach of this contract and be grounds for contract termination.
10. The parties agree the **VENDOR** will use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name or number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons disbursed
 - (k) All applicable taxes per transaction
11. The **VENDOR** will supply one gas card for each individual/or vehicle.
12. The **VENDOR's** cost, as referenced by the Oil Price Information Service (OPIS), or the "OPIS Rack Average" for Spokane," must be included with invoices or be accessible to the city each month, plus **VENDOR's** markup to include Washington Hazardous fee (.7%), freight costs, total gallons, and total amount of purchases provided and due for the billing period.

IT IS AGREED that time is of the essence of this contract and any failure to comply with the terms of this contract including any term or condition to the bid specifications shall be deemed material and a default.

IT IS FURTHER AGREED that in the event of default by the **VENDOR**, the **CITY**, in addition to any other right or remedy it may have under law, shall have the option to terminate this agreement. However, before declaring such termination, the **CITY** shall notify the **VENDOR** in writing of the particulars of the **VENDOR's** default, and the **VENDOR** shall have two (2) days from the time such written notice is delivered to the **VENDOR** as set forth below in which to remedy such default.

Any notice required herein to be given to the **CITY** shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

The **VENDOR** shall indemnify, defend and hold the **CITY** harmless from all claims for injury to person or property resulting from the **VENDOR's** actions or omissions in performance of this contract, and to that end, the **VENDOR** shall maintain liability insurance naming the City as one of the insureds with policy limits 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. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy for any reason shall be filed in the office of the City Clerk.

The **VENDOR** agrees to maintain Worker'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 **VENDOR** fail to maintain such insurance during the entire term hereof, the **VENDOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **VENDOR** 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 **VENDOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

Any notice required herein to be given to Coleman Oil Company, LLC shall be written and deemed received by Coleman Oil Company, LLC when addressed to Coleman Oil Company, LLC, PO Box 1308, Lewiston, ID 83501 and deposited in the United States mail with proper postage affixed thereto, or when personally delivered to the office of the Coleman Oil Company, LLC, 335 Mill Road, Lewiston, ID 83501.

The **CITY**, for a term beginning the 21st day of August, 2020 and ending the 20th day of August, 2021, shall pay to the **VENDOR**, for fuel and services to be furnished by it, the sum set

forth in the Bid Proposal attached hereto as Exhibit "B" and by this reference incorporated herein. The City, in its sole discretion, shall have an option to renew this contract for three (3) additional one (1) year periods upon the same terms as this initial contract.

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

IN WITNESS WHEREOF, the Mayor and City Clerk have executed this contract, the City Clerk has affixed the seal of said city hereto, and Vendor 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 OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

COLEMAN OIL COMPANY, LLC

By: _____
Steve Widmyer, Mayor

By: _____
Robert S. Coleman, Jr

ATTEST:

Renata McLeod, City Clerk

DATE: July 12, 2020
FROM: Dan Gookin, City Council
SUBJECT: Council Liaisons

DECISION POINT:

To enact liaison between city council members and specific city departments. To restore council attendance at ET meetings. The purpose is to improve communications and to help build a better city team.

HISTORY: At the November 21, 2017 Council meeting the Council held a discussion regarding the sub-committees and whether to combine them at that time, or to keep them status quo. Attached please find the staff report and Council meeting minute excerpt. At that time the majority of the Council noted that they would like the committee structure to remain the same. Due to the dwindling number of items and several cancelations of the sub-committees, this discussion came up again at the end of 2019. At the January 7, 2020 Council meeting the sub-committee assignments were provided by the Mayor, who noted that they sub-committees would be combined to hear all items but only once a month, with the Council divided between the first and second meetings of the month. No further discussion was held at that time.

PROPOSAL: The proposal is based on the previously referred to Council General Services and Public Works Committee assignments.

Assignments

Liaisons are assigned based on subcommittee assignments:

General Services (currently the group assigned to the first meeting of the month, Evans [Committee Chair], English, and Wood): This committee hears items associated with General government projects. The proposal is to only cover liaisons for the following departments: Fire, Planning, Police

Public Works (Currently the group assigned to the second meeting of the month, McEvers [Committee Chair], Gookin, and Miller): This Committee generally heard items associated with city-wide infrastructure projects. The proposal is to only cover liaisons for the following departments: Streets, Wastewater, Water

Each committee is to make its own liaison assignments. After 4 months, council members can rotate to a new assignment within their subcommittee, if they choose to do so.

In addition to what was presented at the July 7 Council meeting, this proposal adds that Council shall also resume meeting with the Executive Team. Each council member to take turns attending the meeting individually, with the cycle repeating every 6 meetings. Staff shall set a schedule notifying each council member of their ET meeting schedule for the current year.

Roles and Responsibilities

In accordance with the Idaho Code, which sets forth the Council's role as the legislative body of the city. Attached please find pages from the AIC Manual of the Roles and Responsibilities of Council. The liaison position shall include the role of the council member to be an observer. They can attend department meetings and may receive department email, heads-up, and other notices. They can interact with staff to learn about the department.

Council members can ask questions but cannot direct staff during department meetings.

Council attendance at ET meetings is for informational purposes only. Council may not direct staff or introduce proposals at the ET meeting.

It is up to the individual council member whether to attend the various meetings and how much they desire to participate. It shouldn't be taken a sign of disinterest when a council member is unable to attend a meeting.

FINANCIAL ANALYSIS:

This project has no impact on the budget. Staff will require time to set up the ET meeting schedule, which must be done at the start of the year.

RECOMMENDATION:

That Council adopt the Council Liaison proposal and make committee assignments, and to direct staff to provide an ET meeting schedule for individual council members.

DISCUSSION OF SUB-COMMITTEE STRUCTURE - Mayor Widmyer noted that he requested Municipal Services Director Renata McLeod to bring this item forward. He wanted to provide an opportunity for the Council to discuss what method of meeting in-between Council meetings works best for the Councilmembers. Ms. McLeod noted that this subject has come up a couple of times over the years and reiterated that this is an opportunity for the entire Council to discuss the issue in front of each other. There are many options to discuss or the Council may wish to leave the committee structure status quo.

Councilmember English noted that he likes the sub-committee structure as it provides an opportunity for the Council and the community to have a first look at items. He really likes the idea of combining the two committees and allowing for a substitute councilmember covering as needed. He also noted that this would give the Council exposure to more subjects.

Councilmember Edinger suggested that the committee structure remain the same.

Councilmember McEvers asked Councilmember Edinger why the sub-committees were originally created. Councilmember Edinger noted that the Mayor would appoint the councilmembers to a committee with a chairman and he thinks it is working fine.

Councilmember Gookin noted that he had discussed the sub-committee structure with former Mayor Jim Fromm, who claims credit for creating the committees, and he felt that the committees were intended to save staff time. He believes that the sub-committees should be eliminated as the subcommittee meetings last 15 minutes to 30 minutes and then many items are placed on the full Council agenda anyway. He does not think it would extend the Council meeting length by much, although he agrees that the sub-committees do give a chance for items to be vetted outside of a Council meeting.

Councilmember Evans said that she is comfortable with the status quo and that there is flexibility in moving items from one committee to another. She believes that the sub-committees do provide an opportunity to inform the community and gives them time to provide input to the Council prior to the Council meeting date. Councilmember Evans also believes it allows staff an opportunity to be more prepared to present to the Council.

Councilmember Miller said she would like to leave the current committee structure the way it is and feels that it provides another opportunity for the community to hear the items. She noted that it also provides her time to dive into and research the items before the Council meeting and do her due diligence more effectively. She noted that the Council should annually review what they agree to for consent items.

Councilmember McEvers noted that when items go through the sub-committees he learns more and gets to know staff and spend time with them. He likes the Public Works side and likes the current method that allows him time to read everything and have good questions ready for the meetings.

Mayor Widmyer reiterated that the current method allows for a slight time savings and gives staff an opportunity to get comfortable with their presentations and is a good tool. Therefore, they will leave the committee structure the same as it now.

MEMORANDUM

DATE: NOVEMBER 15, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: SUBCOMMITTEE OPTIONS/DISCUSSION

HISTORY: I bring this item forward as an opportunity for the Council to discuss the purpose and role of the General Services and Public Works Sub-committees. These sub-committees have been utilized as far back as I can remember and are referenced in meeting Minutes as far back as the 1970's. While there is no exact documentation as to when/why these committees started, they serve the purpose of allow one-half the Council to hear items from staff prior to it reaching the full City Council and provides an opportunity to share information. This allows an opportunity to ask detailed questions and/or ask staff to do more research and/or push the item to the Consent calendar understanding it is normal operating business. Recently there have been questions regarding the ability to hold a meeting with only two Councilmembers present and/or seeking someone to fill in for an absent Councilmember. Therefore, I bring this forward for Council to discuss its desire and utilization of the committees. The following are some options you may wish to consider:

1. Combine General Services and Public Works into one sub-committee; Group A and Group B
 - a. Group A hearing all items the first meeting of the month and Group B hears all items the second meeting of the month. If a Councilmember from a Group has to miss a meeting, a method is developed to select a member of the opposite group to participate. The Council would have to determine if they would want those meetings at noon or 4:00 p.m.
2. Keep meeting format the same but develop a method to fill in with another Councilmember if an absence occurs.
3. Keep everything the same.