



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

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**with**  
**Council Members Wood, Miller, & English**  
**August 12, 2024, 12:00 p.m.**  
**Library Community Room**  
**702 Front Avenue**

**AMENDED AGENDA**

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

**Item 1** Approving the donation of E-ONE Ladder Truck

**STAFF REPORT BY:** Lucas Pichette, Fire Department Deputy Chief

**Item 2** Approving the proposed Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d'Alene.

**STAFF REPORT BY:** Steven Jones, Fire Department EMS Officer

**Item 3** Solids Building Improvements – Progress Update & Change Order #2

**STAFF REPORT BY:** Mike Becker, Capital Programs Manager

**Item 4** Approval of bid of and award of a contract to Coleman Oil Company, LLC, for the 2024 City of Coeur d'Alene Fuel Services.

**STAFF REPORT BY:** Justin Kimberling, Assistant Streets & Engineering Director

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

**Item 5** Pilot project proposal for open containers for the Farmers Market.

**STAFF REPORT BY:** Renata McLeod, Municipal Services Director

**ADJOURNMENT:**

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

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# FIRE DEPARTMENT

*“City of Excellence”*

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## General Services/Public Works Staff Report

**Date:** August 12, 2024  
**From:** Lucas Pichette, Deputy Chief  
**Re:** Approve donating E-ONE Ladder Truck

**DECISION POINT:** Should the City Council approve donating our decommissioned E-ONE Ladder Truck to North Idaho College?

**HISTORY:** Ladder 341 was put into service in 1999 and currently has 169,000 miles. The truck has been decommissioned this past June due to age and vehicle condition, including maintenance issues, repetitive component failures and replacement parts availability. NFPA states 15 years of front-line service and 20 years of total service to be the standard.

**FINANCIAL ANALYSIS:** Will have no cost impact to the City.

**PERFORMANCE ANALYSIS:** We have had a partnership with North Idaho College for 15 years. It started with a donation of our previous E-1 Engine along with some of our department running the program and teaching. Deputy Chief Deruyter still runs the program today. There will be an agreement with NIC waiving any liability of the City based on the age and condition of the truck.

**DECISION POINT/RECOMMENDATION:** Council should approve donating the E-ONE (341) Ladder truck to North Idaho College.

**GS/PW COMMITTEE, COUNCIL  
STAFF REPORT**

DATE: August 12<sup>th</sup>, 2024

FROM: Steven Jones- EMS Officer, Fire Department

SUBJECT: Second Addendum to the Master Joint Powers Agreement

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**DECISION POINT:** Should the City Council approve the proposed Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d’Alene?

**HISTORY:** Since May 19, 2020, pursuant to Resolution No. 20-030 the City has been a party to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services. Other parties include Kootenai County, KCEMSS, Northern Lakes Fire Protection District, Kootenai County Fire and Rescue, Timberlake Fire Protection District, Spirit Lake Fire Protection District, Worley Fire Protection District, Mica-Kidd Island Bay Fire Protection District, Hauser Lake Fire Protection District, and East Side Fire Protection District. An Addendum to the Agreement was entered into on or about February 21, 2023, by the City, East Side Fire Protection District, Kootenai County and the Joint Powers Board for the KCEMSS pursuant to Resolution No. 23-013. The Addendum adjusted the required staffing and number of vehicles for both the City and East Side Fire Protection District.

**FINANCIAL ANALYSIS:** No cost to the City shall be incurred.

**PERFORMANCE ANALYSIS:** Currently, Section 7.1 of the Master Agreement, as amended, states the City shall provide the system with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by the system. Two (2) of the ambulances must be staffed twenty-four (24) hours a day, seven (7) days a week. One (1) ambulance must be staffed ten (10) hours a day, four (4) days a week. The Second Addendum removes the staffing requirement for the third ambulance, allowing the KCEMSS and the City to agree on the schedule. In conjunction with this change, this sentence was removed from Section 7.1: “Staffing and availability of each ambulance will be as agreed to by the System [KCEMSS] and the City.”

**DECISION POINT/RECOMMENDATION:** Council should approve the Second Addendum to the Master Joint Powers Agreement between KCEMSS and the City of Coeur d’Alene.

**SECOND ADDENDUM TO  
MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY  
AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY, IDAHO**

**Amending Terms Specific to the City of Coeur d'Alene and East Side Fire District**

This Second Addendum to the "Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho" ("Master Agreement") is hereby made and entered as of the date of last signature below by and between the City of Coeur d'Alene, by and through its Mayor and City Council ("the City"), East Side Fire District, by and through its Board of Commissioners ("ESFD"), Kootenai County, by and through its Board of Commissioners ("Board"), and the Joint Powers Board for the Kootenai County Emergency Medical Services System ("JPB").

This Second Addendum shall be hereinafter referred to as the "Second Addendum," which term shall include all terms of the Master Agreement and the First Addendum specifically incorporated by reference herein.

**RECITALS**

WHEREAS, the Board enacted, on January 11, 2005, its Ordinance No. 345 ("the Ordinance"), codified, as amended, at Title 2, Chapter 3, Kootenai County Code, which organized the Kootenai County Emergency Medical Services System ("the System") for providing emergency medical services within Kootenai County; and

WHEREAS, the Ordinance established the JPB to manage the System; and

WHEREAS, the Board and JPB, by virtue of the Ordinance, as well as the authority vested in the Board pursuant to Title 31, Chapter 39, Idaho Code, have authority to enter into agreements with medical service providers for the provision of emergency medical services (EMS), which are defined under the Ordinance to include the provision of health care to any person experiencing a medical emergency; and

WHEREAS, the City is a city duly established pursuant to Title 50, Idaho Code, which provides EMS services to individuals involved in fires, medical emergencies, accidents, including vehicular accidents, and other related activities, and is a medical service provider member of the System; and

WHEREAS, ESFD is a fire protection district duly established pursuant to Title 31, Chapter 14, Idaho Code, which provides EMS services to individuals involved in fires, medical emergencies, accidents, including vehicular accidents, and other related activities, and is also a medical service provider member of the System; and

WHEREAS, the City and ESFD have the authority to enter into an agreement with the Board and JPB for the purpose of providing such services for the mutual protection of land, equipment, facilities and individuals in a manner consistent with the applicable provisions of Idaho Code and their respective duly adopted rules and regulations; and

WHEREAS, the City, ESFD, the Board, and the JPB acknowledge and agree that it would be beneficial for the City and ESFD to continue to provide such services as required; and

WHEREAS, the City, ESFD, the Board, and the JPB acknowledge and agree that the terms and conditions specific to the City and ESFD should be amended to reflect the services which each respective entity will be obligated to provide;

NOW THEREFORE, based upon the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Addendum as having been received, the parties mutually promise, covenant and agree as follows:

## **I. INCORPORATION OF TERMS OF MASTER AGREEMENT**

The terms and conditions set forth in the “Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho” (“Master Agreement”), as amended by the Addendum executed by the parties effective March 28, 2023 (“the First Addendum”), shall remain in full force and effect except as modified herein. In the event of a conflict between this Second Addendum and either the Master Agreement or the First Addendum, this Second Addendum shall govern.

## **II. AMENDMENTS TO MASTER AGREEMENT**

**A. Specific Terms Regarding the City.** Part VII, Section 7.1 of the Master Agreement is hereby amended to read as follows:

7.1 **Staffing:** The City shall provide the System with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by the System. Two of the above-mentioned ambulances shall be staffed twenty-four (24) hours a day seven (7) days a week. One (1) ambulance shall be staffed on a schedule agreed upon between the System and the City. Said personnel shall remain the employees of the City at all times, and the City shall be responsible for payment of wages, benefits, and payroll associated fees.

7.2 [No Change – see original amendment]

**B. Specific Terms Regarding ESFD.** Part XI, Section 11.3 of the Master Agreement is hereby amended to read as follows:

11.1 [No Change – see original amendment]

11.2 [No Change – see original amendment]

11.3 **Payment:** ESFD will receive compensation as agreed to by the System and ESFD based on the requirements outlined in this agreement. This compensation may be changed each year without further amendment to this agreement.

### III. GENERAL PROVISIONS

3.1. **Binding Agreement:** This Second Addendum shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Second Addendum to be effective, it must be in writing and signed by the parties hereto. This Second Addendum, including the terms of the Master Agreement and the First Addendum incorporated by reference herein, contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Second Addendum is the final agreement of the parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understandings, representations, warranties, and conditions between the parties relating to said subject matter.

3.2. **Agreement Non-Exclusive; Competition Prohibited.** Pursuant to Kootenai County Code §§ 2-3-4(D) and 2-3-12, KCEMSS and Kootenai County may enter into agreements with medical service providers other than those which are parties to this Second Addendum, or to the Master Agreement as amended, in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Second Addendum or to the Master Agreement as amended, and/or to provide mutual aid to KCEMSS or any medical service provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained in this Second Addendum, the Master Agreement, or any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any party to this Second Addendum for the provision of EMS services.

3.3. **Invalidity:** If any portion of this Second Addendum, or any term of the Master Agreement or the First Addendum incorporated by reference herein, is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Second Addendum, the Master Agreement or the First Addendum is illegal or unenforceable as a matter of law, this Second Addendum shall be deemed to be null and void from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Second Addendum. In the event that Kootenai County should fail to fund KCEMSS as set forth above, KCEMSS, the City and ESFD shall be relieved of any further performance under the terms of the Master Agreement as amended.

3.4. **Comprehension:** The parties hereto further mutually covenant, agree and represent that the terms of this Second Addendum have been completely read by them and that the terms of this Second Addendum are fully understood, binding and voluntarily accepted by them.

3.5. **Legal Counsel:** The parties hereto further covenant and agree that this Second Addendum, in an effort to save on expenses and attorney fees, has been prepared by an attorney who provides legal advice to both Kootenai County and to KCEMSS. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Second Addendum reviewed with an attorney of their own

choosing prior to their execution of this Second Addendum. The signatures of the parties to this Second Addendum acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Second Addendum, or knowingly, freely and voluntarily waived their right to do so.

3.6. **Governing Law:** This Second Addendum shall be construed and interpreted in accordance with the laws of the State of Idaho.

3.7. **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Second Addendum or any term of the Master Agreement or the First Addendum incorporated by reference herein, or in any action to enforce this Second Addendum or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Code and the Idaho Rules of Civil Procedure.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, upon a vote of the Board of County Commissioners of Kootenai County, Idaho.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Deputy Clerk

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, upon a vote of the Kootenai County Emergency Medical Services System Joint Powers Board.

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Secretary to the Board

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, upon a vote of the City Council of the City of Coeur d'Alene.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, upon a vote of the Board of Commissioners of the East Side Fire Protection District.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk/Secretary



**GENERAL SERVICES / PUBLIC WORKS  
STAFF REPORT**

**DATE:** August 12, 2024  
**FROM:** Mike Becker, Capital Programs Manager, Wastewater Dept.  
**SUBJECT:** Solids Building Improvements – Progress Update & Change Order #2

**DECISION POINT:** Should Council approve Change Order #2 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$1,179,999.78 and extend the contract completion date to May 30, 2025?

**HISTORY:** In accordance with the Wastewater Facility Plan, the Solids Building Improvement Project was designed to replace the obsolete belt filter press with a new larger centrifuge. This centrifuge provides operational redundancy and will increase the sludge dewatering capacity. The project also includes an enclosed building addition for biosolids cake conveyance, truck loadout, and reduction of sewer odors at the south end of the City’s wastewater treatment facility.

As discussed after our previous 5C.2 TMF project, the Wastewater Department is bringing change orders before the City Council throughout the construction project rather than one change order presented at the end of the project. This report concerns this project’s second change order.

**FINANCIAL ANALYSIS:** Itemized in the following tables, Change Order #2 comprises five (5) Change Proposal Requests (CPR) and seven (7) Work Change Directives (WCD):

<b>CPR No.</b>	<b>CPR Description</b>	<b>CPR Justification</b>	<b>CPR Price (\$)</b>	<b>CPR Time (Days)</b>
005	Door 767A Credit	Removed sliding door inside nutrient feed room. Not needed.	\$ (432.60)	0
006	Conveyor Drop Modifications	Enlarge drop openings through floor + 3 drops for manual gates for future growth.	\$ 13,893.70	0
007	Demo Belt Filter Press Recirculation Pump, Piping & Appurtenances	Remove wrong sized & unused BFP equipment to free up 2 <sup>nd</sup> floor workspace	\$ 8,685.28	0
008	Buried Material Change from PVC Sch 80 to DI CL 50 pipe	Shallow bury and availability of PVC Sch. 80 material & fittings.	\$ 4,673.73	0
009	Additional Manual Conveyor Gates	Add 3 Manual Gates to conveyors to remain operational during power outages.	\$ 25,326.91	0

**Change Proposal Request Total:      \$ 52,147.02      0 Days**

WCD No.	WCD Description	WCD Justification	WCD Price (\$)	WCD Time (Days)
002	Storm Drain Outfall Reroute	Imported fill. Patch wet well Replace & relocate leaking SD pipe away from SBI. New MHs, Relocate H2O, Gas, power, duct banks, Fence & Landscaping	\$1,033,336.72	0
003	Diverter Gate for GEA Centrifuge	New pneumatic diverter gate. BFP gate & drain not compatible with GEA	\$ 50,587.89	0
004	Gas Burner & Site Power Light	Reroute electrical conduit, conductors, & duct bank to outside the SBI bldg footprint	\$ 17,956.58	0
006	Demo Belt Filter Press	New containment curb and infill. BFP Curb not large enough. Won't drains.	\$ 13,342.36	0
007	Relocation PPU 7510	Credit to relocate the Polymer Feed Unit adjacent to wall.	\$ (1,724.10)	0
008	Centrifuge Items	Misc Parts & Labor. Discharge chute & drain modifications	\$ 7,884.93	0
009	Natural Gas, 2W and 3W Waterline Revisions	Field modifications to improve conveyance of fluids for future growth.	\$ 6,468.39	0

**Work Change Directive Total:      \$ 1,127,852.76      0 Days**  
**Change Proposal Request Total:      \$ 52,147.02      0 Days**  
**Change Order #2 (SPR + WCD) Total:      \$1, 179,999.78      0 Days**

**ADDITIONAL CONTRACT TIME:**

The Contractor's ability to meet the 330-day contract time has been affected by numerous unforeseen site conditions and equipment manufacturer, supplier, and shipping delays. The original Contract completion date was June 25, 2024. With the new MCC (Panel 7511) taking up to 72 weeks for delivery, the contractor has asked for a non-compensable time extension with a Contract completion date extended of May 30, 2025.

The following summarizes the financial breakdown for this project:

<b>Total Budgeted Amount:</b>	<b>\$ 6,450,000.00</b>
General Contractor's Total Bid:	\$ 5,441,903.00
Change Order #1	\$ 224,305.92
Change Order #2	\$ 1,179,999.78
<b>Total Revised Contract Amount to date:</b>	<b>\$ 6,846,208.70</b>

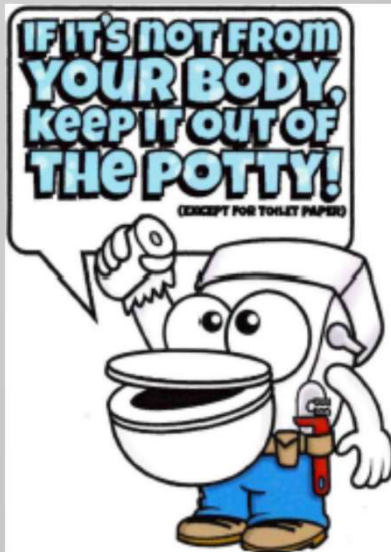
The Wastewater Department has funds available within our 2023/2024 Capital Replacement Reserve (031-022-4351-7200) to cover Change Order #2 costs.

**PERFORMANCE ANALYSIS:** The major portion of this change order resulted because of the need to relocate a Storm Drain Outfall. The outfall was constructed in 1937 and its location was unknown when the project was bid. Upon its discovery four months into construction, the exposed joints in this 36-inch diameter concrete outfall pipe were found deteriorating and leaking into the surrounding ground. This made for saturated unsuitable material our new building's foundation piles. Replacing and relocating the outfall offered the greatest savings to the City over redesigning the entire loadout building to another location within the facility property. Ultimately, this outfall required replacement and it would not be easily done adjacent to and under an existing building if not replaced at this time.

**DECISION POINT/RECOMMENDATION:** Council should approve Change Order #2 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$1,179,999.78 and extend the contract completion date to May 30, 2025.



# CDA WASTEWATER DEPARTMENT

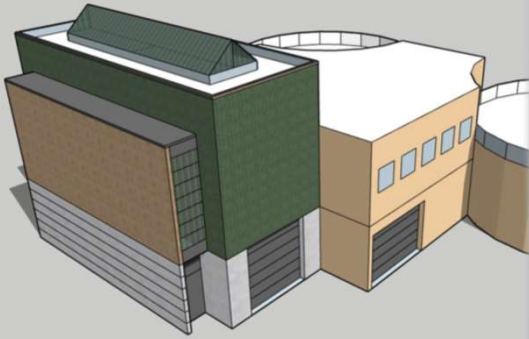


**SOLIDS BUILDING  
IMPROVEMENTS  
(SBI)**

**CHANGE ORDER #2**



# SOLIDS BLDG. VIEW FROM N.I.C.



# SOLIDS BLDG. VIEW FROM C-TRAIL



CPR No.	CPR Description	CPR Justification	CPR Price (\$)	CPR Time (Days)
005	Door 767A Credit	Removed sliding door inside nutrient feed room. Not needed.	(\$432.60)	0
006	Conveyor Drop Modifications	Enlarge drop openings thru floor + 3 drops for manual gates for future growth.	\$13,893.70	0
007	Demo Belt Filter Press Recirculation Pump, Piping & Appurtenances	Remove wrong sized & unused BFP equipment to free up 2 <sup>nd</sup> floor workspace	\$8,685.28	0
008	Buried Material Change	Shallow bury and availability of PVC Sch. 80 material & fittings.	\$4,673.73	0
009	Additional Manual Conveyor Gates	Add 3 Manual Gates to conveyors to remain operational during power outages.	\$25,326.91	0

**CHANGE PROPOSAL REQUEST TOTAL: \$ 52,147.02**



WCD No.	WCD Description	WCD Justification	WCD Price	WCD Time (Days)
002	Storm Drain Outfall Reroute	Imported fill. Patch wet well Replace & relocate leaking SD pipe away from SBI. New MHs, Relocate H2O, Gas, power, duct banks, Fence & Landscaping	\$1,033,336.72	0
003	Diverter Gate for GEA Centrifuge	New pneumatic diverter gate. BFP gate & drain not compatible with GEA	\$50,587.89	0
004	Gas Burner & Site Power Light	Reroute electrical conduit, conductors, & duct bank to outside the SBI bldg footprint	\$17,956.58	0
006	Demo Belt Filter Press	New containment curb and infill. BFP Curb not large enough. Won't drains.	\$13,342.36	0
007	Relocation PPU 7510	Credit to relocate the Polymer Feed Unit adjacent to wall.	(\$1,724.10)	0
008	Centrifuge Items	Misc. Parts & Labor. Discharge chute & drain modifications	\$7,884.93	0
009	Natural Gas, 2W and 3W Waterline Revisions	Field modifications to improve conveyance of fluids for future growth.	\$6,468.39	0

**WORK CHANGE DIRECTIVE TOTAL: \$ 1,127,852.76**





# PROJECT BREAKDOWN

Total Budgeted Amount:	\$6,450,000.00
General Contractor's Total Bid:	\$ 5,441,903.00
Change Order #1	\$224,305.92
Change Order #2	\$1,179,999.78
Total Revised Contract Amount to date:	\$6,846,208.70



# STORM DRAIN REPAIR



## **STAFF'S RECOMMENDATION:**

**CITY COUNCIL SHOULD APPROVE CHANGE ORDER #2  
TO THE SOLIDS BUILDING IMPROVEMENTS  
CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF  
\$1,179,999.78 AND EXTEND THE CONTRACT  
COMPLETION DATE TO MAY 30, 2025.**



## **QUESTIONS FOR STAFF?**





# CHANGE ORDER NO.: 02

**Owner:** City of Coeur d' Alene  
**Engineer:** HDR Engineering  
**Contractor:** Apollo, Inc.  
**Project Name:** Solids Building Improvements

**Owner's Project No.:**  
**Engineer's Project No.:** 10249090  
**Contractor's Project No.:**

**Date Issued:** July 24, 2024

**Effective Date:** July 24, 2024

The Contract is modified as follows upon execution of this Change Order:

Costs associated with CPRs listed below. See attached backup.

<u>CPR</u>	<u>Description</u>	<u>Cost</u>	<u>Time</u>
005	Door 767A	\$ (432.60)	0 Days
006	Conveyor Drop Modifications	\$ 13,893.70	0 Days
007	Demo BFP Recirculation Pump, Piping & Appurtenances	\$ 8,685.28	0 Days
008	Buried Material Change	\$ 4,673.73	0 Days
009	Additional Manual Conveyor Gates	\$ 25,326.91	0 Days
CHANGE PROPOSAL REQUEST TOTAL		\$ 52,147.02	0 Days

<u>WCD</u>	<u>Description</u>	<u>Cost</u>	<u>Time</u>
002	Storm Drain Re-route	\$ 1,033,336.72	0 Days
003	Diverter Gate	\$ 50,587.89	0 Days
004	Gas Burner & Site Light Power	\$ 17,956.58	0 Days
006	Demo Belt Filter Press	\$ 13,342.36	0 Days
007	Relocation PPU 7510	\$ (1,724.10)	0 Days
008	Centrifuge Items	\$ 7,884.93	0 Days
009	NG, 2W & 3W Revisions	\$ 6,468.38	0 Days
WORK CHANGE DIRECTIVE TOTAL		\$ 1,127,852.76	0 Days
CHANGE ORDER TOTAL		\$ 1,179,999.78	0 Days

## ADDITIONAL CONTRACT TIME

Apollo, Inc. ability to meet the 300 calendar days required to achieve substantial completion and 330 calendar days for final payment set forth in Specification Section 00 52 13, Article 2.1 has been affected due to delayed delivery of the new MCC-7511. In addition, WCD 002 – Storm Drain Reroute and the existing Chlorine Contact Tank that was encountered below grade has affected the schedule. Lastly, contract time has been affected for structural and architectural modifications made to the existing solids truck loadout. Apollo, Inc. provided a time extension request extending substantial completion to 04/30/2025 and final payment to 05/30/2025. The request has been accepted by the Owner and Engineer.


### Attachments:

Apollo, Inc. Request for Adjustment in Contract Times for Substantial Completion and Readiness for Final Payment  
CPR 005, CPR 006, CPR 007, CPR 008, CPR 009  
WCD 002, WCD 003, WCD 004, WCD 006, WCD 007, WCD 008, WCD 009

Change in Contract Price	Change in Contract Times (days)
Original Contract Price: \$ <u>5,441,903.00</u>	Original Contract Times: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. 0 to No. 1: \$ <u>224,305.92</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No.0 to No. 1: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
Contract Price prior to this Change Order: \$ <u>5,666,208.92</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
[Increase] [ <del>Decrease</del> ] this Change Order: \$ <u>1,179,999.78</u>	[Increase] [ <del>Decrease</del> ] this Change Order: Substantial Completion: <u>April 30, 2025</u> Ready for final payment: <u>May 30, 2025</u>
Contract Price incorporating this Change Order: \$ <u>6,846,208.70</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>April 30, 2025</u> Ready for final payment: <u>May 30, 2025</u>

**Recommended by Engineer**

**Accepted by Owner**

**By:**   
**Title:** Construction Manager  
**Date:** July 24, 2024

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Accepted by Contractor**

**Accepted by Contractor**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## GENERAL SERVICES STAFF REPORT

**DATE:** AUGUST 12, 2024

**FROM:** JUSTIN KIMBERLING  
ASSISTANT STREETS & ENGINEERING DIRECTOR

**SUBJECT:** AWARD OF CONTRACT FOR THE  
2024 CITY FUEL SERVICES

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**DECISION POINT:** Should Council award the 2024 City Fuel Services Contract to Coleman Oil Company, LLC.?

**HISTORY:** The City's current fuel services contract with Coleman Oil Company, LLC, will expire on August 21, 2024. An advertisement for fuel service bids was published on July 20, 2024, and July 27, 2024, with a bid opening of August 6, 2024. There was only one responsive bidder.

<u>Bidder</u>	<u>Bid Amount</u>
Coleman Oil Co. LLC	\$446,666.68

**FINANCIAL ANALYSIS:** No major changes were made to the bid specifications. The proposed bid specifications and draft contract reflect housekeeping items made to keep the terms and conditions current. This contract as proposed is a one-year contract with an option to renew the contract for three (3) additional one year terms in the City's sole discretion. The City would exercise the option in any given year provided the Contractor's performance meets or exceeds the City's minimum contract requirements. Structuring this contract as a one-year contract with up to three (3) optional one-year extensions was designed to save the administrative costs associated with bidding this package on a yearly basis.

**PERFORMANCE ANALYSIS:** The contract terms ensure best possible price and service standards. There have been no complaints or concerns from City users under the prior contract.

**RECOMMENDATION:** Council should award a contract in the amount of \$446,666.68 to Coleman Oil Company, LLC., for the 2024 City of Coeur d'Alene Fuel Services.

## CONTRACT FOR FUEL SERVICES

THIS CONTRACT is made and entered into this \_\_\_\_ day of August, 2024, between the **CITY OF COEUR D’ALENE**, 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 **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 P.O. Box 1308, Lewiston, ID 83501, hereinafter referred to as 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 the **CITY**. 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, 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 termination of the Contract.
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 Contract. 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 the **CITY** when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

Any notice required herein to be given to the **VENDOR** shall be in writing and deemed received by the **VENDOR** when addressed to Coleman Oil Company, LLC, P.O. 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 Coleman Oil Company, LLC, 335 Mill Road, Lewiston, ID 83501.

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 coverages required herein, which certificates must be approved by the City Attorney.

The **CITY**, for a term beginning the 21<sup>st</sup> day of August, 2024, and ending the 20<sup>th</sup> day of August, 2025, 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 the **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: \_\_\_\_\_  
James Hammond, Mayor

By: \_\_\_\_\_  
Robert S. Coleman, Jr

ATTEST:

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

# **THE CITY OF COEUR D'ALENE FUEL SERVICES BID INSTRUCTIONS AND 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 the appropriate departments;
- provide other fleet fuel services, audit efficiencies and customer service to the satisfaction of the City of Coeur d'Alene.

## **BID 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 August \_\_, 2024 until the hour of **11:00 A.M.** of said day, and shall be clearly marked "2024 FUEL SERVICES BID."
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 or at [www.CityofCDAPlanRoom.com](http://www.CityofCDAPlanRoom.com).
4. All bids shall contain one of the following forms of bidder's 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.
5. If the bidder fails to execute the contract, the amount of the bidder's security shall be forfeited to the City, subject to provisions of Idaho Code § 67-2806.
6. 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, and to accept the lowest responsive bid.
7. 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 or at [www.CityofCDAPlanRoom.com](http://www.CityofCDAPlanRoom.com).



**BID SPECIFICATIONS**

The City of Coeur d’Alene, Idaho, desires to retain 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. The Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, the Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. The 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 instituted within one hour of power outage.
2. 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 fuel supplied to the City 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, dyed diesel, and diesel #2. Preference is for locations to include Diesel Exhaust Fluid (DEF) pump, but this is optional. Both dispensing centers must be accessible for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 50’ long and 13.6’ in height with a minimum of 50’ for turning.
3. The fuels must be of a high-quality grade, without condensation or other impurities that may 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. The 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 the Vendor. If the Vendor fails to promptly pay testing costs, City may, at City’s discretion, deduct testing costs from the Vendor’s fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or 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 must also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. The Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.

**EXHIBIT “A” (Page 3 of 4)**

**BID SPECIFICATIONS  
(Continued)**

6. The City will require the 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. The Vendor will supply one gas card for each individual/vehicle, and additional cards if requested by the City.
8. The Fuel Services vendor will provide monthly reports that allocate costs to the 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. The 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 the Vendor’s markup, total gallons, and total amount of purchases provided and due for the billing period.
10. Changes in the Vendor’s cost per gallon to the City can be made during the billing period by Referencing the Oil Price Information Service (OPIS). The Vendor’s markup per gallon may not change during the period of the bid award. Term of the contract shall be one year commencing August 31, 2024, with the City, in its sole discretion, have the option to renew the contract for three (3) additional one (1) year periods upon the same terms as the initial contract.
11. The 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.*

**EXHIBIT “A” (Page 4 of 4)**

**BID SPECIFICATIONS  
(Continued)**

**12.** Example of Bid Proposal – based on weekly Oil Price Information Service (OPIS) current as of July 1, 2024, and the 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.** The 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.



CITY OF COEUR D'ALENE  
STREETS & ENGINEERING DEPARTMENT

2024 Fuel Services

**NOTICE OF ADVERTISEMENT FOR BIDS**

Sealed Bids for the City of Coeur d'Alene 2024 Fuel Services will be received at 710 E. Mullan Avenue, Coeur d'Alene, ID 83834, no later than August 6, 2024, 11:00 AM. Bids will be opened on said date in Conference Room #5 at City Hall. Anyone may attend.

The contract shall be for the City's fuel needs for the fiscal year 2024-2025. All bids shall contain one of the following forms of Bid security in an amount equal to 5% of the total Bid amount: a) Bidder's Bond executed by a surety company qualified to conduct business in the State of Idaho, b) Certified Check or Cashier's Check payable to the City, or c) Cash.

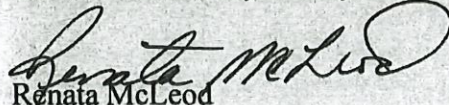
Bid packets are available at [www.CityofCDAPlanRoom.com](http://www.CityofCDAPlanRoom.com) or at the Customer Service Center, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, [ksetters@cdaid.org](mailto:ksetters@cdaid.org) (208-769-2229). Contractors must register with the plan room or the City Clerk to receive any addenda that may be issued. Questions regarding the project or bidding should be directed by e-mail to Kim Harrington at [KIMH@cdaid.org](mailto:KIMH@cdaid.org).

All bids shall be presented or otherwise delivered to the City Clerk under seal with this statement marked on the outside: 2024 Fuel Services Bid.

The right is reserved to reject any or all proposals.

The City, in accordance with Title VI of the Civil Rights Act of 1964 (42 US.C. §§ 2000d to 2000d-4) and applicable Regulations, notifies all bidders that it will affirmatively ensure that all business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin.

Dated this 23rd day of July, 2024.

  
Renata McLeod  
City Clerk

\*\*\* Publish July 23 and July 30, 2024



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), and includes any hazardous fees per gallon, the Vendor's set markup and freight costs for the estimated gallons, in addition to the Vendor's compliance with the bid specs will be the basis by 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, the Vendor agrees to charge bid prices for additional fuel.

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

	Gallons		OPIS	Hazard Fee	Freight to CDA	Vendor Markup	Total
8/5/2024 per Ken Harrington			<del>2.9124</del>				275
Unleaded gasoline	100,000	X	2.6175	+ .03524	+ .04	+ .06	= 261,750.14
Premium UL gasoline	1000	X	3.3377	+ .03524	+ .04	+ .06	= 3,472.94
LS Dyed Diesel	65,000	X	2.6512	+ .03524	+ .045	+ .06	= 181,443.60
Total Estimated Cost of City Services							= 446,666.68

If there are additional fees please list here: Idaho Excise = .32 CPG, Idaho Transfer = .01 CPG  
 Fed Lust/Oil Spill for E10 = .0067, for Non E and Diesel = .0072

All taxes are based on current rates and subject to change

William Bushby	Pricing/Systems Analyst	8/6/2024
Authorized Signature	Title	Date
Coleman Oil Co LLC 335 Mill Road, Lewiston, ID 83501		
Address		



CDAOPIStxt Download Save to OneDrive

Hide email

2024 CDA Bid

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
\*\*OPIS GROSS CONV. CLEAR PRICES WITHOUT CAR COST \*\* 9.0

Table with columns: Terms, Unl, Move, Mid, Move, Pre, Move, Date, Time. Rows include PMR, PMR-XOM, PSX, Sinclair, LOW RACK, HIGH RACK, RACK AVG, CAP-AT-THE-RACK, LCFS COST, BRD LOW RACK, BRD HIGH RACK, BRD RACK AVG, UBD LOW RACK, UBD HIGH RACK, UBD RACK AVG, 5-DAY AVG.

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES WITHOUT CAR COST \*\* 9.0

Table with columns: Terms, Unl, Move, Mid, Move, Pre, Move, Date, Time. Rows include Sinclair, BP, Cenex, PMR, PMR-XOM, PSX, PSX, MPC-XOM, Chevron, Texaco, LOW RACK, HIGH RACK, RACK AVG, CAP-AT-THE-RACK, LCFS COST, BRD LOW RACK, BRD HIGH RACK, BRD RACK AVG, UBD LOW RACK, UBD HIGH RACK, UBD RACK AVG, 5-DAY AVG.

Table with 2 columns: Item, Price. Rows include SPOKANE, WA, LOW RETAIL, AVG RETAIL, LOW RETAIL EX-TAX, AVG RETAIL EX-TAX.

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
\*\*OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES WITHOUT CAR COST \*\*

Table with columns: Terms, No.2, Move, No.1, Move, Pre, Move, Date, Time. Rows include BP, Sinclair, PMR, Chevron, Chevron, Texaco, Cenex, PSX, PSX, LOW RACK, HIGH RACK.

Willi
am
Bush
by
To: Chris Brown
Cc: Nick Schoenfelder
Tue 8/6/2024 9:54 AM

- 2024 Fuel Specs (2).pdf 211 KB
fuel bid notice-163259.pdf 692 KB
2024 Bid Fuel Check Sheet (2... 109 KB
Exhibit A 2024 Fuel Services ... 140 KB
CDAOPIStxt 13 KB

5 attachments (1 MB)
Save all to OneDrive - Coleman Oil Download all

I had to rush this so please double check the details, I'll be available to make changes quickly

If they do in fact need a security deposit from us it'll be 22,333.33. Sorry I didn't carry a zero correctly when I talked to you on the phone

Thank you,
William Bushby
Coleman Oil Company
Pricing and Supply Analyst
Direct Line: 360.746.3479

Looks good, thank you!

Everything looks good. Thank you. That is correct.

Reply Reply all Forward



CDAOPIS.txt

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
\*\*OPIS GROSS CONV. CLEAR PRICES WITHOUT CAR COST \*\* 9.0

RVP

Table with columns: Terms, Unl, Move, Mid, Move, Pre, Move, Date, Time. Rows include PMR, PMR-XOM, PSX, Sinclair, LOW RACK, HIGH RACK, RACK AVG, CAP-AT-THE-RACK, LCFS COST, BRD LOW RACK, BRD HIGH RACK, BRD RACK AVG, UBD LOW RACK, UBD HIGH RACK, UBD RACK AVG, 5-DAY AVG.

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
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Table with columns: Item, Price. Rows include SPOKANE, WA, LOW RETAIL, AVG RETAIL, LOW RETAIL EX-TAX, AVG RETAIL EX-TAX.

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2024 CDA Bid

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If they do in fact need a security deposit from us it'll be 22,333.33. Sorry I didn't carry a zero correctly when I talked to you on the phone

Thank you,

William Bushby
Coleman Oil Company
Pricing and Supply Analyst
Direct Line: 360.746.3479





2024 BID FUEL CHECK SHEET

Specification

YES

NO

<p>1. The Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, the Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. The 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 instituted within one hour of power outage.</p>	<p>X</p>	
<p>2. 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 fuel supplied to the City 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, 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 lengths up 50' long and 13'.6" in height with a minimum of 50' for turning capabilities.</p>	<p>X</p>	
<p>3. The fuels must be of a high quality grade, without condensation or other impurities that may 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. The 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 the vendor. If the Vendor fails to promptly pay testing costs, City may, at City's sole discretion, deduct testing costs from vendor's fuel billing. Failure</p>	<p>X</p>	



2024 BID FUEL CHECK SHEET

<p>to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.</p>	<p>X</p>	
<p>5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and “squeegee” device 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. The 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 the 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"> <li>(a) Date, time and site of each purchase</li> <li>(b) Vehicle ID</li> <li>(c) Driver identified by name/or card number</li> <li>(d) Odometer reading at the time of purchase (optional for user)</li> <li>(e) Miles driven between each fueling (with odometer reading) OPTIONAL</li> <li>(f) Miles per gallon for every transaction (with odometer) OPTIONAL</li> <li>(g) Cost per mile for every transaction (with odometer) OPTIONAL</li> <li>(h) Product purchased</li> <li>(i) Price per gallon</li> <li>(j) Gallons dispensed</li> <li>(k) All applicable taxes per transaction</li> </ul> <p>7. The Vendor will supply one gas card for each individual/vehicle, and additional cards as requested by the City.</p>	<p>X</p>	
<p>8. The Fuel Services Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Park &amp; Rec., Police, Streets &amp; Engineering, Fire, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.</p>	<p>X</p>	





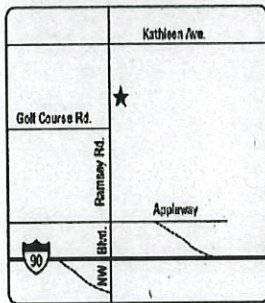
**Electrical Outage Contingency Plan**

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.

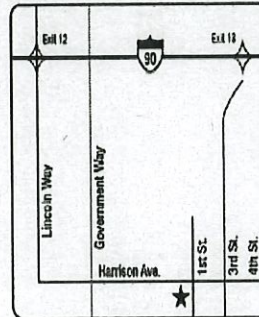
**Available Sites**



Site #4366

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

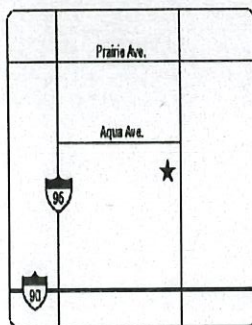
AF WD DD



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

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

**DATE:** August 12, 2024

**FROM:** Renata McLeod, Municipal Services Director

**SUBJECT:** Pilot Project proposal from the Downtown Association for the Farmers Market

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**DECISION POINT:** The City Council should discuss the proposal from the Downtown Association in consideration of staff comments and provide directions to staff on how to proceed.

**HISTORY:** There are several Code sections that regulate the consumption of alcohol (including beer and wine) in the City limits. Over the years, Council has added exemptions to the general prohibition of consumption of alcoholic beverages outside licensed establishments. The exemptions include permitted use of alcohol in gazebos and amphitheaters within certain parks, outdoor eating permits on City sidewalks adjacent to restaurants, Library fundraisers, wine tastings within special event permit areas, via a catering permit, and on non-motorized recreational vehicles as permitted by the City. However, the City has never allowed open containers City-wide.

Specifically, Municipal Code § 4.25.030 states that “No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.” This section specifically allows for permits for alcohol at the Riverstone Park gazebo and amphitheater, Jewett House, City Park and McEuen Park.

Municipal Code § 5.08.160 states that “No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the City, or at any other place in the City, including any motor vehicle moving or stationary” with 10 exceptions, two of which are protected under State law (allowance at a private residence and licensed establishments). A third exception allows for testing and research at a certified forensic lab, although there are no such labs within the City. The other 7 exceptions concern law enforcement training, indoors at a private business serving free of charge, on a public sidewalk/right-of-way in conjunction with an outdoor eating permit, on a permitted non-motorized recreation vehicle, inside the Library for Library Foundation fundraising purposes, 1-½ ounce wine tastings at approved special event, and the generic phrase of “as otherwise permitted by this Code.” Otherwise, open containers on City properties/rights-of-way are not allowed.

Recently the Downtown Association (DTA) made a request to the City to consider another exemption to the Code (request attached) that would allow open containers for participants at the Farmer's Market that takes place every Wednesday between 4:00 and 7:00 p.m. on 5<sup>th</sup> Street from Front to Lakeside Avenues. Sherman Avenue is left open to vehicular traffic during this time. During discussions between the Municipal Services, Streets and Engineering, Police, and Fire Departments, and City Administration with the DTA, concerns were expressed about the leakage of open containers on to other areas of the Downtown and about public safety as staffing for law enforcement is already maxed out. The DTA noted that the sale of alcoholic beverages would provide another revenue source and allow for a unique atmosphere during the Farmer's Market. Additionally, it is the DTA's intention to see how this pilot project goes and possibly request an exemption for all the DTA-sponsored events in the future. In our discussions, it was requested by public safety that, at a minimum, fencing be required to designate the areas in which alcohol consumption would be allowed and that there would need to be security at the entrances/exits to ensure that alcohol does not leave the designated areas. Additionally, a Municipal Code amendment would need to be made to allow for the exemption, even though it is a pilot project.

The Police Department (PD) stated that the request sounds "reasonable." However, PD has two major concerns with this proposal. First, this would just be the beginning as the other Farmer's Markets and other events, etc., would likely also want an exception. The second concern is that the City already has a major issue with alcohol-related crimes and this will add to the problem. PD emphasized that it does not have adequate staffing for the summer months as it is. The following are some stats to help illustrate this point from July 8, 2023, through the present:

**Warnings:**

157 issued for alcohol offenses/open containers  
2 issued for intoxication in roadway

**Citations/Arrests:**

49 citations issued for possession of alcohol under the age of 21.  
22 citations issued for intoxication in roadway (I.C. § 49-1426)  
95 citations issued for alcohol offenses/open containers (M.C. § 615.5.08.160A)  
34 arrests for alcohol offenses/open containers

The Prosecutor's Office felt that the trial/pilot program could be contained as a single exception and other requests would not have to be approved. Additionally, this trial might help alleviate the issues with alcohol-related crimes, as opposed to exacerbate them, by providing an outlet for people to congregate outside in the downtown corridor with open containers without risking citation. This may incentivize people who were considering doing it illicitly to, instead, opt for the "legalized" option instead. However, time would tell through the experience of the pilot program.

The City Attorney has expressed concern based on anecdotal tales of what allowing open containers has done in other communities. Communities such as Moscow, Idaho and Bend, Oregon have had problems. In addition, the proposal seems to be a solution in search of a problem. It hasn't been the public seeking to legalize open containers on public property, but the DTA. The

City has always prided itself on being a family-oriented community. Allowing open containers in public, it could be argued, might change the City from a family-oriented community to an adult-oriented community. The City Attorney notes that minors are not allowed in bars, and this proposal would instead bring the alcohol consumption to the minors.

**FINANCIAL ANALYSIS:** It is unknown if there will be additional law enforcement or prosecution expenses at this time. Any costs associated with required fencing/conditions will be paid by the DTA.

**PERFORMANCE ANALYSIS:** If the Council wishes to proceed with the pilot project request, please direct staff regarding the Code amendment language and conditions to be included in the open container law.

**DECISION POINT/RECOMMENDATION:** The City Council should discuss the proposal from the DTA, consider staff comments, and provide direction to staff on how to proceed.



## Proposal for Open Container Trial at 5th Street Farmers Market

**Objective:** To evaluate the feasibility and impact of allowing open containers of alcohol in a controlled environment during the 5th Street Farmers Market in downtown Coeur d'Alene.

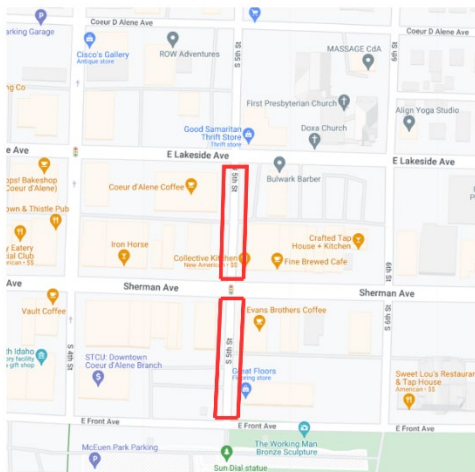
**Background:** The 5th Street Farmers Market is a popular community event that draws residents and visitors to downtown Coeur d'Alene. To enhance the market experience and support local businesses, we propose a trial period during which patrons can legally purchase, carry, and consume alcoholic beverages within a designated area.

### Scope of the Trial:

- **Duration:** The trial will run weekly on Wednesdays until the end of the 2024 Market Season, starting from approval to September 25, with the additional Harvest Market on October 19.
- **Location:** The designated open container area will be confined to the 5th Street Farmers Market boundaries, defined as 5<sup>th</sup> Street between Front Avenue and Lakeside Avenue.
- **Hours:** Open container permissions will be in effect during the market's operating hours, weekly on Wednesdays from 4pm to 7pm.

### Regulations:

1. **Designated Area:** Alcohol consumption will only be allowed within the clearly marked boundaries of the market using mesh fencing and the backs of vendor booths within the designated area on the map below and in the Farmers Market Layout Map in appendix i.



2. **Identification and Wristbands:** Patrons wishing to consume alcohol must show valid identification to verify the legal drinking age and will be issued wristbands.
3. **Beverage Containers:** Only beverages purchased from licensed 5<sup>th</sup> St Farmers Market vendors within the market can be consumed. Drinks must be served in designated recyclable cups – no alternative containers will be permitted. The standard drink pour is 16 oz.
4. **Approved Vendors:** Only license holding 5<sup>th</sup> Street Farmers Market vendors will be allowed to serve Beer, Wine and N/A options ONLY. No liquor will be permitted. Downtown businesses will be given the first right of refusal to come and serve the market.



5. **Monitoring and Enforcement:** Event personnel will monitor ingress and egress points to ensure compliance with regulations. Violations will result in removal from the market and potential fines.

#### Goals:

6. **Economic Impact:** Boost sales for 5<sup>th</sup> Street Farmers Market vendors & Downtown Businesses by attracting more visitors and encouraging longer stays.
7. **Community Engagement:** Create a vibrant and enjoyable atmosphere that enhances the community experience.
8. **Safety and Compliance:** Ensure the trial runs smoothly with minimal incidents through effective regulation and enforcement.

#### Evaluation:

- **Data Collection:** Track sales data from vendors, foot traffic, and any incidents or complaints reported during the trial.
- **Surveys:** Conduct surveys with market patrons, vendors, and nearby businesses to gather feedback on the trial.
- **Review Meetings:** Hold regular meetings with stakeholders, including local law enforcement, city officials, and market organizers, to review the trial's progress and address any issues.

**Conclusion:** This trial will provide valuable insights into the potential benefits and challenges of allowing open containers in the Downtown Coeur d'Alene corridor for special events. By implementing regulations and closely monitoring the trial, we aim to create a safe, enjoyable, and economically beneficial environment for all participants that could be expanded to other downtown events.

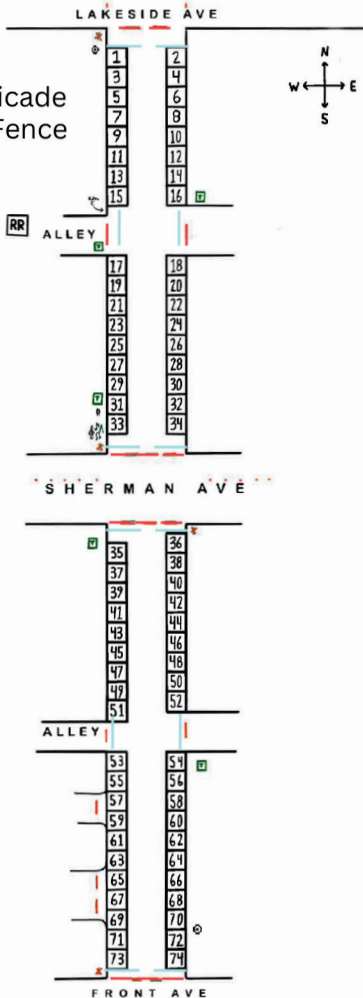
#### Next Steps:

9. **Approval:** Seek approval from the Coeur d'Alene City Council and other relevant authorities.
10. **Coordination:** Coordinate with market organizers, local businesses, and law enforcement to finalize logistics.
11. **Promotion:** Develop a marketing plan to inform the public about the trial and its guidelines.

#### Contacts:

- **Project Lead:** Coeur d'Alene Downtown Association.
- **Market Organizer:** Howdy from Idaho LLC, Tanden Launder.

— Traffic Barricade  
— Mesh Alcohol Fence





4imprint.

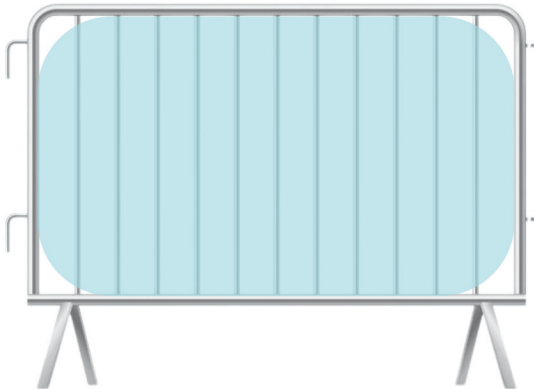
MOOD STADIUM CUP - 17OZ.

WRAP: 3"H x 8"W



CUPS CHANGE COLOR  
WHEN FILLED WITH  
LIQUID





NO ALCOHOL PAST  
THIS POINT  
SHOP DINE PLAY STAY

DOWNTOWN  
**COEUR D'ALENE**  
100 Wondrous Shops, 1 Unique Locale



*example*



5th & Lakeside example