



Coeur d'Alene

CITY COUNCIL MEETING

August 4, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

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 21, 2009

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, July 21, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

| | | |
|-------------------|---|----------------------------|
| Al Hassell |) | Members of Council Present |
| John Bruning |) | |
| Deanna Goodlander |) | |
| Loren Ron Edinger |) | |
| Woody McEvers |) | |
| Mike Kennedy |) | |

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

INVOCATION was led by Pastor Skip Lane, Coeur d'Alene Bible Church.

PLEDGE OF ALLEGIANCE: Councilman Goodlander led the pledge of allegiance.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

CONSENT CALENDAR: Motion by Goodlander, seconded by Hassell to approve the Consent Calendar items as presented.

1. Approval of minutes for July 7, 2009.
2. Setting General Services Committee and Public Works Committee meetings for Monday, July 27 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 09-030: 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 A COST RECOVERY AGREEMENT WITH EF RECOVERY LLC FOR SPILL MITIGATION AT AUTO ACCIDENTS AND AN INTERGOVERNMENTAL AGREEMENT FOR AUTOMATED RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY (A.R.R.E.S.T.).
4. Authorizing funding allocation for the Fallen Heroes Plaza.
5. Approval of bills submitted and on file in the City Clerk's office.
6. Authorizing the Deputy City Finance Director to certify to the County delinquent LID accounts.

STAFF COMMENTS: Parks Director Doug Eastwood addressed the use of Parks Capital Improvement Funds for the Fallen Heroes Plaza, noting other projects that have been funded through this account such as the Skate Park, BMX Track, etc. As for repayment, he does not have a timeline for repayment through donations but believes

that because of the interest shown by the public it should not take too long. He commented that this will not have any affect on the Landings Park development in that the funds needed for that park have already been allocated for the project.

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

COUNCIL COMMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander announced that the Arts Commission is working on a project for East Sherman and the four final artists will have maquettes on display at Art on the Green. She also noted that the Fallen Heroes Plaza has 5 iron statues which were funded through the Arts Commission.

COUNCILMAN KENNEDY: Councilman Kennedy announced that the Landings Park will be doing a tree planting project this Saturday.

MAYOR BLOEM: Mayor Bloem announced that from August 11th through August 13th the National Endowment of the Arts grant specialists will be in Coeur d'Alene to look at the education corridor and 4-corners intersection. During their visit there will be two public sessions held, one on August 11th and one on August 13th.

RE-APPOINTMENT – NOISE ABATEMENT BOARD: Motion by Kennedy, seconded by Hassell to approve the re-appointment of Gail McGaughey to the Noise Abatement Board. Motion carried.

ADMINISTRATORS REPORT: Deputy City Administrator Jon Ingalls announced that the 2nd annual Parks Day Celebration was held on July 11th which was a huge success and thanked the committee members who made it such a great celebration for the community. He announced that the City received a \$500,000 Byrne Grant that will enhance public safety in the City by funding the Police department in fighting drugs and gang activities. The City is seeking members for the Open Space Ad Hoc committee and anyone interested in serving on this committee may contact Victoria Bruno.

RESOLUTION 09-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #1 TO THE MEMORANDUM OF AGREEMENT FOR THE SPOKANE RIVER TOTAL MAXIMUM DAILY LOAD ("TMDL") REVIEW SERVICES WITH GEO-ENGINEERS, INC.

STAFF REPORT: Wastewater Superintendent, Sid Fredrickson, explained that the original multi-agency consortium has expanded to include a Spokane River Stewardship Committee and Geo-Engineers, Inc. has been hired to facilitate this multi-agency review process.

Motion by Hassell seconded by Kennedy to adopt Resolution 09-031.

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

ORDINANCE NO. 3365
COUNCIL BILL NO. 09-1017

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF WATERLINE EASEMENT GENERALLY DESCRIBED AS THE PORTION OF THE EASEMENT THAT IS SITUATED UNDER THE NEWLY EXPANDED NORTHERLY SIDE OF THE COSTCO WHOLESALE BUILDING ON LOT 1 CARLSEN TRACTS 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 by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 09-1017.

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

Motion by Hassell, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 09-1017 by its having had one reading by title only.

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

ADJOURNMENT: Motion by Edinger, seconded by Kennedy to recess this meeting to July 28, 2009 at 5:15 p.m. in the Library Community Room for the budget workshop. Motion carried.

The meeting recessed at 6:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

NOTES OF A COEUR D'ALENE CITY COUNCIL BUDGET WORKSHOP
HELD ON JULY 28, 2009 IN THE LIBRARY COMMUNITY ROOM
AT 5:15 P.M.

The Council meeting in a continued session of the City Council on July 28, 2009 at 5:15 p.m. in the Library Community Room, there being present a quorum

Sandi Bloem, Mayor

| | | |
|-------------------|---|----------------------------|
| A. J. Hassell III |) | Members of Council Present |
| John Bruning |) | |
| Loren Edinger |) | |
| Woody McEvers |) | |
| Mike Kennedy |) | |
| Deanna Goodlander |) | |

CALL TO ORDER: Mayor Bloem called the workshop to order.

WORKSHOP – 2009-2010 BUDGET: Finance Director Troy Tymesen presented a powerpoint presentation of the proposed budget for the coming fiscal year. He reported that the Total Financial Plan is down \$3,367,604 with the General Fund Capital down 75% and General Fund Services/Supplies down 14%. He noted that there are no eliminated positions in this fiscal plan; however, there are six open positions that will not be filled this fiscal year and there is no cost of living increases for personnel.

Councilman Edinger asked, regarding the grant for additional Police Officers that a when the grant ends would the City then be required to pay for those additional officers. Mr. Tymesen responded that the City is required to maintain those positions for an additional year beyond the grant timeline. Councilman Edinger asked, if they only took 1% increase for the general fund, what affect it will have on the budget. Mr. Tymesen responded that the City would need to use Fund Balance to make up the difference. He noted that only 50% of the revenue for the overall General Fund comes from property taxes and the rest comes from other revenue sources.

Mr. Tymesen reported that the County has estimated the City's New Construction Roll valuation at \$88,708,109 with be previous year's being at \$120,525,135. The City's fund balance is 13% which is considered healthy noting that the School District's fund balance is at 3%.

He reported that the City's total valuation is \$3,316,230,923 with city property tax at \$16,461,768. The City's total budget is \$73,866,504.

Councilman McEvers commented that in his business when times are good and he is busy he hires more staff and when it is slow, he eliminates positions and thus asked why the City doesn't cut taxes by eliminating employees. Councilman Kennedy explained that during the peak of the economic times a few years ago, the City did not increase staff to

meet the explosive boon going on in the City but maintained their staffing levels so when there is an economic downturn there is no extra staff. City Administrator Wendy Gabriel commented that any position that comes open during the coming fiscal year will be re-evaluated to see if the position needs to be filled.

Motion by Hassell, seconded by Bruning to present the fiscal plan as proposed including the 2% increase at the Public Hearing in September. Motion carried with McEvers voting no.

ADJOURNMENT: Motion by Edinger, seconded Kennedy by that there being no further business before the Council that this meeting is adjourned. Motion carried.

The workshop adjourned at 7:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-032

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 A FUEL SERVICES CONTRACT WITH COLEMAN OIL COMPANY AND CHANGE ORDER NO. 1 FOR THE STORMWATER PUMP STATION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 and 2" and by reference made a part hereof as summarized as follows:

1. Fuel Services Contract with Coleman Oil Company;
2. Change Order No. 1 for the Stormwater Pump Station,

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 and 2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 4th day of August, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

FROM: Tim Martin, Street Superintendent
DATE: August 4, 2009

SUBJECT: AUTHORIZATION TO ENTER INTO FUEL SERVICES CONTRACT

DECISION POINT:

Council is requested to authorize staff to enter into a contract with Coleman Oil Company for fuel services upon expiration of the current fuel services contract.

HISTORY:

The city's fuel services contract with Coleman Oil Company expires on August 20, 2009. Staff solicited bid requests for a new contract to commence effective August 21, 2009. The proposed contract provides a one-year base contract and annual options to renew the contract for up to three additional one-year periods.

FINANCIAL ANALYSIS:

One bid was received from Coleman Oil Company. 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. Coleman Oil's bid of \$293,548.32 reflects their mark up factors for freight and profit applied to the June 2, 2009 OPIS "snapshot" provided on the bid form and multiplied to our estimated annual number of gallons of fuel consumed. The vendor mark up factor offered is \$.06/gallon. The \$.06/gallon markup reflects pricing the city has historically paid for fuel services and is in-line with what other municipalities are paying. This mark up factor is for overhead and profit as well as management services that include the issuance of cards (approximately **170** cards in use) to city employees, unit and department fuel accounting, billing and recordkeeping services.

PERFORMANCE ANALYSIS:

The services provided by Coleman Oil have been excellent and their card-lock locations are well located for convenience. The new contract reflects housekeeping changes and the new contract will not change the performance standards of the current contract being utilized to deliver fuel.

DECISION POINT/RECOMMENDATION:

The Council's options are as follows:

- (1) Award the bid for fuel services to Coleman Oil and direct staff to proceed with executing the contract attached.
- (2) Reject the bid and direct staff to prepare new bid specifications.

Staff recommends that a contract be executed with Coleman Oil Company for fuel services upon expiration of the current fuel services contract.

Attachments:

- 1) Proposed Fuel Services Contract

CONTRACT

THIS CONTRACT, made and entered into this 4th day of August, 2009, 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 "**CITY**," and Coleman Oil Co., 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 103 E. Summit Avenue, Coeur d'Alene, Idaho hereinafter called **VENDOR**.

WITNESSETH:

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

1. The **CITY**, for a term beginning the 21st day of August, 2009 and ending the 20th day of August, 2010, shall pay to **VENDOR** for fuel and services to be furnished by it, the sum set forth in the Bid Proposal attached hereto as Exhibit "A" and by this reference incorporated herein. City in its sole option shall have an annual option to renew this contract for three (3) additional one (1) year periods upon the same terms as this initial contract.
2. That the **VENDOR** shall furnish fuel and fuel management services to the **CITY** according to the specifications set forth in Exhibit "B" attached hereto and by the reference incorporated herein.
3. That all 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.
4. 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. A refuse container will also be provided.
5. 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.
6. 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. 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.
7. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.

8. 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.
9. The **VENDOR** agrees that it 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 103 E. Summit Avenue, Coeur d'Alene, Idaho.
10. **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 **VENDOR** fails to promptly pay testing costs, the **CITY** may, at **CITY**'s discretion, deduct testing costs from **VENDOR**'s fuel billing. The parties agree that failure to cooperate with testing will result in preclusion from bidding for the **CITY**'s fuel services Contract until the year 2014 and be deemed a material breach of this contract and be grounds for contract termination.
11. The parties agree **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 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 disbursed
 - (k) All applicable taxes per transaction
12. **VENDOR** will supply one gas card for each individual/vehicle.
13. **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%) and the WA Petroleum Products Tax effective July 01, 2009 (.5%) freight costs, total gallons, and total amount of purchases provided and due for the billing period.
14. 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.
15. In the event of default by **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 **VENDOR** in writing of the particulars of **VENDOR**'s default, and **VENDOR** shall have two (2) days from the time such written notice is delivered to **VENDOR** as set forth below in which to remedy such default.

16. Any notice required herein to be given to **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. Any notice required herein to be given to **VENDOR** shall be written and deemed received by Coleman Oil Company when addressed to Coleman Oil Company, Coeur d'Alene, Idaho 83814 and deposited in the United States mail with proper postage affixed thereto, or when personally delivered to the office of the Coleman Oil Company, 103 E Summit Avenue, Coeur d'Alene, Idaho.
17. **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 shall maintain liability insurance naming the City as one of the insured's 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 Title 6, Chapter 9, Section 924 of the Idaho Code. 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.
18. **VENDOR** 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 **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.
19. **VENDOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.
20. This contract, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors and assigns.
21. Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
22. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.
23. The failure of the **CITY** at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

24. This instrument and all appendices, exhibits and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
25. The **CITY** and **VENDOR** may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.
26. If any action shall be brought to enforce or interpret any of the covenants, terms, or conditions of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

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

By: _____
Sandi Bloem, Mayor

By: _____
Robert Coleman, Jr.

ATTEST:

Susan K. Weathers, City Clerk, CMC

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 June 1, 2009 ("OPIS Rack Average" for Spokane), and includes any hazardous fees per gallon, 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, vendor agrees to charge bid prices for additional fuel.


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

| | <u>Gals</u> | | <u>OPIS</u> <u>6/1/09</u> | <u>Hazard</u> <u>Fee</u> | | <u>Freight</u> <u>to CDA</u> | | <u>Vendor</u> <u>Markup</u> | | <u>Total</u> |
|--|-------------|---|------------------------------|-----------------------------|--|---------------------------------|--|--------------------------------|---|---------------------|
| A. Unleaded gasoline | 86,000 | x | <u>1.9893</u> | + <u>0.0139</u> | | + <u>0.0246</u> | | + <u>0.0600</u> | = | <u>179,550.80</u> |
| B. Prem UL gasoline | 800 | x | <u>2.1696</u> | + <u>0.0152</u> | | + <u>0.0246</u> | | + <u>0.0600</u> | = | <u>1,815.52</u> |
| C. LS Dyed Diesel | 60,000 | x | <u>1.7695</u> | + <u>0.0124</u> | | + <u>0.0278</u> | | + <u>0.0600</u> | = | <u>112,182.00</u> |
| Total Estimated Cost of City Services | | | | | | | | | | = <u>293,548.32</u> |

If there are additional fees please list here. Idaho State Excise Tax \$0.2500/gallon, Idaho

Transfer Fee \$0.0100/gallon, and Federal LUST Oil Spill Tax \$0.0029/gallon.

All taxes are based on the current rates and are subject to change during the bid.

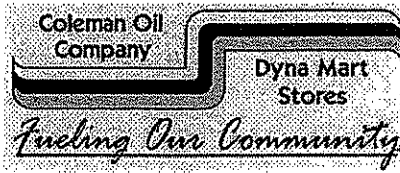

Authorized Signature

07/14/09
Date

President
Title

PO Box 1308
Address

Lewiston, ID 83501



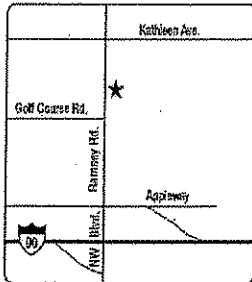
Electrical Outage Contingency Plan

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.

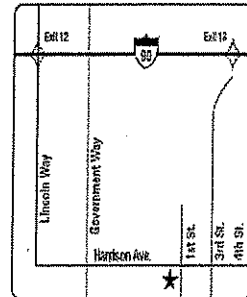
Cleaning Supply Information

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.

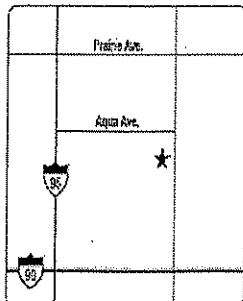
Available Sites



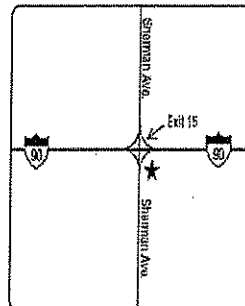
Site #4366
 Coleman Oil Company
 3500 Ramsey Rd.
 Coeur D'Alene ID 83815
 (208)799-2000
 AF WD DD



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



Site #2981
 Tesoro
 E. 2301 Sherman
 Coeur d'Alene, ID 83814
 AF MUL D1 PD O TAP
 CS PP A H2O RR

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.

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 the 20th day of July 2009, until the hour of **10:00 A.M.** of said day, and shall be clearly marked "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 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) Cashiers 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 his bidder's security shall be forfeited to the City, subject to provisions of Idaho Code 50-341.
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 and responsible 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.

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. 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 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 be accessible to City vehicles 24 hours a day, 365 days a year with 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.
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.
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 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" 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. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.

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

8. The Fuel Services vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Parks, Police, Streets, Fire, Engineering, Recreations, 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 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). 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 21, 2009, with the City in its sole option shall have an annual 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 | 86,000 gallons |
| B. | Premium unleaded gasoline | 800 gallons |
| C. | Diesel fuel | 60,000 gallons |

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

**BID SPECIFICATIONS
(Continued)**

12. Example of Bid Proposal – based on weekly Oil Price Information Service (OPIS) current as of June 1, 2009, and vendor’s set markup, and estimated gallons: Vendor

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

| | | <u>6/1/09</u> | | <u>Markup</u> | | <u>Vendor Total</u> |
|---------------------------------------|----------|---------------|---|---------------|---|-------------------------|
| A. Unleaded gasoline | 86,000 x | <u>\$1.00</u> | + | <u>.01</u> | = | <u>\$86,860</u> |
| B. Premium unleaded gasoline | 800 x | <u>\$1.00</u> | + | <u>.01</u> | = | <u>\$ 808</u> |
| C. Diesel fuel | 60,000 x | <u>\$1.00</u> | + | <u>.01</u> | = | <u>\$60,600</u> |
| Total Estimated Cost of City Services | | | | | | <u>\$148,268</u> |

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.

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: July 27, 2009
Subj: Change Order Number One for Stormwater Pump Station



DECISION POINT: Council may wish to approve Change Order Number One for the stormwater pump station for the sum of \$1768.00. (See attached documents.)

HISTORY: The old wastewater standby generator set wash rebuilt prior to being donated to the stormwater utility. This work was done after the stormwater pump station rebuild contract was bid. As a result of the rebuild, the main breaker was replaced with the correct one of 200 amp capacity rather than 175 amps. This resulted in the need for larger wires on the generator output than what was bid.

FINANCIAL ANALYSIS: The original cost estimate for the project was \$250,000. The original bid was \$188,398.00. This change order brings the contract to \$190,166.00, still within budget.

PERFORMANCE ANALYSIS: The generator rebuild actually resulted in increased electrical capacity, giving a higher margin of safety.

DECISION POINT: Council may wish to approve Change Order Number One for the stormwater pump station for the sum of \$1768.00. (See attached documents.)

Shannon Industrial Contractors, Inc.

PO Box 3886 ♦ 2301 E. Coeur d' Alene Ave. ♦ Coeur d' Alene, ID 83816
Phone: 208-765-2403 ♦ Fax: 208-765-8873 ♦ Email: Industrial@ShannonCompanies.net

July 14, 2009

City of Coeur d' Alene Wastewater
710 E Mullan Ave
Coeur d'Alene, ID 83814

Attn: Sid Fredrickson

RE: Coeur d' Alene WWTP – Storm Water Lift Station
Unanticipated Cost #01

Dear Sid,

Please see Shannon Electric, Inc.'s cost to provide work per engineer's response to Shannon RFI #005 dated 5/27/09.

| | |
|--|-------------------|
| Shannon Electric, Inc. | \$1,643.00 |
| Shannon Industrial Contractors, Inc. O & P | 82.00 |
| Bond/Insurance | <u>\$43.00</u> |
| Total | \$1,768.00 |

Please call if you have any questions.

Sincerely,

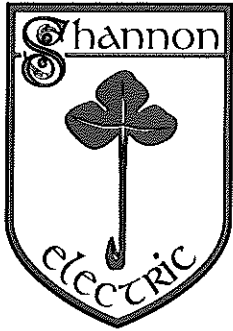
Shannon Industrial Contractors, Inc.



Tim Shannon

Project Manager

TS/ri



July 7, 2009

Shannon Industrial Contractors, Inc.
P.O. Box 3886
Coeur d'Alene, ID 83816-3886

Attn.: Andy Hander

RE: Coeur d' Alene WWTP, Storm Water

Shannon Electric, Inc. Change Order CP-002

Change feeder size from 2/0 to 3/0 for feeder to Generator/ATS as per engineers response to Shannon RFI #005. Additional cost for larger wire, and increased labor to pull/terminate.

Recap of Cost (See Breakdown)

| | |
|-----------------------------|-------------------|
| Labor (13.30 hrs x \$48.70) | \$647.71 |
| Materials | 736.56 |
| Tax on Materials | <u>44.20</u> |
| Subtotal | \$1,428.47 |
| 15% Overhead & Profit | <u>214.27</u> |
| Total | \$1,642.74 |

Excludes:

Cut, patch, paint, Premium Time, Bond, temporary systems, concrete, Utility Company fees.

Please route for ASAP approval so conductors can be ordered.

Sincerely,

Shannon Electric, Inc.

Mike Kelly
President

MK/ds

Cc: Isaac W. – Office, Mark M. – Field, Job File

Attachments: (1) CP002 takeoff sheet

Shannon Electric, Inc.

P.O. Box 325 Coeur d' Alene, Idaho 83816-0325
(208) 667-6925 Fax (208) 765-8873 Electric@ShannonCompanies.net

Idaho Public Works 17037-U-1-3-4 (16000, 16800, 15400, 15600)
Idaho Electrical Contractor C35609 Washington Electrical Contractor #SHANNEI917DW



Shannon Electric, Inc.

P.O. Box 325
 Coeur d'Alene, Idaho 83816-0036
 Phone (208) 667-6925 Fax (208) 765-8873
 (Cell) M. Kelly 208 818 2132

Job Name STORMWATER
 Date 7-6-09
 Drawing Sheet # _____
 Change Order # CP-002

| Labor Ext. | Labor Unit | Quan | Size | Description | Material Unit | Extension |
|--------------|------------|------------------|------|---|------------------|-----------|
| | | | | SCOPE: PER ENGINEERS RESPONSE TO SHANNON RFI:005, INCREASE WIRE SIZE TO 3/0 FOR BEN/ATS FEEDER. | | |
| | | | | * (ORIGINAL SIZE 2/0 PER PLANS) | | |
| | | | | DISTANCES: | | |
| | | | | BEN TO VAULT = 105' | | |
| | | | | VAULT TO GUTTER = 34' | | |
| | | | | GUTTER TO ATS = 39' | | |
| | | | | ATS TO MCC = 56' | | |
| | | | | ATS TO CONFL. PNL = 63' | | |
| | | | | (PLUS WIRE LENGTHS TO LUGS, BUS, ETC.) | | |
| | | | | (AS BID) | | |
| 29 | 57 | 22 ⁴⁰ | 1320 | 2/0 THIN CU WIRE | 1319 00 | 1741 08 |
| 10 | 56 | .44 | 24 | TERMINATIONS - STRIP, LAND | | |
| 40 | 13 | Total | | (NOW) | Total → | 1741 08 |
| 38 | 55 | 29 ²⁰ | 1320 | 3/0 THIN CU WIRE | 1877 00 | 2477 64 |
| 14 | 88 | .62 | 24 | TERMINATIONS - STRIP/LAND | | |
| 53 | 43 | Total | | | Total → | 2477 64 |
| 13 | 30 | | | (DIFFERENCE) | | 736 56 |
| | | | | SEE RECAP SHT FOR EXCLUSIONS, NOTES, ETC | | |
| LABOR TOTALS | | | | | MATERIALS TOTALS | |

BID/SCOPE/ABSTRACT NOTES: _____

CHANGE ORDER

ONE

DATE OF ISSUANCE: July 17, 2009

EFFECTIVE DATE: July 17, 2009

PROJECT: 2009 Wastewater Treatment Plant - Stormwater Lift Station Upgrade
OWNER: City of Coeur d'Alene
OWNER's Contract No.
CONTRACTOR: Shannon Industrial Contractors, Inc.
ENGINEER: J-U-B ENGINEERS, Inc. ENGINEER's Contract No.: 20-08-021

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

Description: Change feeder size from 2/0 to 3/0 for feeder to Generator / ATS

Reasons for Change Order:

Generator main breaker is 200 Amp after refurbishing, rather than original 175 Amp, which requires larger feed conductors.

Attachments: (List documents supporting change):

Description of work from Shannon Industrial Contractors, Inc. dated July 14, 2009

| | |
|--|--|
| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
| Original Contract Price \$188,398.00 | Original Contract Times Final Completion: <u>150 Calendar Days</u> |
| Net changes from previous Change Orders No. -0- to No. -0- \$0.00 | Net changes from previous Change Orders No. -0- to No. -0- |
| Contract Price prior to this Change Order \$188,398.00 | Contract Times prior to this Change Order Final Completion: <u>150 Calendar Days</u> |
| Net Increase/Decrease of this Change Order \$1,768.00 | Net Increase (decrease) of this Change Order <u>0 Calendar Days</u> |
| Contract Price with all approved Change Orders \$190,166.00 | Contract Times with all approved Change Orders Final Completion: <u>150 Calendar Days</u> |

RECOMMENDED:

APPROVED:

ACCEPTED:

BY: _____
Engineer (Authorized Signature)
DATE: _____

BY: _____
Owner (Authorized Signature)
DATE: _____

BY: _____
Contractor (Authorized Signature)
DATE: _____

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

Aug to March

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

[Office Use Only] Amt Pd 175.00
Rec No 457779
Date 7/21/09
Date to City Council: 8/04/09
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service 8/15/09

Check the ONE box that applies:

| | | |
|-------------------------------------|---|-------------------|
| <input type="checkbox"/> | Beer only (canned and bottled) not consumed on premise | \$ 50.00 per year |
| <input type="checkbox"/> | Beer and Wine (canned and bottled) not consumed on premise | \$250.00 per year |
| <input type="checkbox"/> | Beer only (canned and bottled only) consumed on premise | \$100.00 per year |
| <input checked="" type="checkbox"/> | Beer and Wine (canned and bottled only) consumed on premise | \$300.00 per year |
| <input type="checkbox"/> | Beer only (draft, canned, and bottled) consumed on premise | \$200.00 per year |
| <input type="checkbox"/> | Beer and Wine (Draft, canned, and bottled) consumed on premise | \$400.00 per year |
| <input type="checkbox"/> | Beer, Wine, and Liquor (number issued limited by State of Id) | \$762.50 per year |
| <input type="checkbox"/> | Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____ | \$ |

formerly Rustlers Roost & Connoisseurs Catering

| | |
|---|---|
| Business Name | Sherman Junction |
| Business Mailing Address | 819 Sherman Ave Coeur d'Alene, ID 83814 |
| City, State, Zip | Coeur d'Alene, ID 83814 |
| Business Physical Address | 819 Sherman Ave Coeur d'Alene, ID 83814 |
| City, State, Zip | |
| Business Contact | Leisa A Wagner Business Telephone: (208) 277-6412 Fax: |
| License Applicant | Leisa A Wagner |
| If Corporation, partnership, LLC etc. List all members/officers | Leisa A Wagner, President Joleigh Rose Enterprises, Inc. |

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

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

(Office Use Only) Amt Pd \$ 233.31
 Rec No. 448616
 Date 7/27/09
 Date to City Council: 8-4-09
 Reg No.
 License No.
 Rv

Date that you would like to begin alcohol service _____
 Check the ONE box that applies:


| | | |
|-------------------------------------|---|-------------------|
| <input type="checkbox"/> | Beer only (canned and bottled) not consumed on premise | \$ 50.00 per year |
| <input type="checkbox"/> | Beer and Wine (canned and bottled) not consumed on premise | \$250.00 per year |
| <input type="checkbox"/> | Beer only (canned and bottled only) consumed on premise | \$100.00 per year |
| <input type="checkbox"/> | Beer and Wine (canned and bottled only) consumed on premise | \$300.00 per year |
| <input type="checkbox"/> | Beer only (draft, canned, and bottled) consumed on premise | \$200.00 per year |
| <input checked="" type="checkbox"/> | Beer and Wine (Draft, canned, and bottled) consumed on premise | \$400.00 per year |
| <input type="checkbox"/> | Beer, Wine, and Liquor (number issued limited by State of Id) | \$762.50 per year |
| <input type="checkbox"/> | Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____ | \$ |

C-17 surrounded

| | |
|---|---|
| Business Name | Locker Room |
| Business Mailing Address | 900 N Hwy 41 Ste 8 |
| City, State, Zip | Post Falls ID 83854 |
| Business Physical Address | 6055 N. Court. Way |
| City, State, Zip | CDA ID 83815 |
| Business Contact | Business Telephone: 208-512-2408 Fax: |
| License Applicant | Stacie Bishop for Locker Room Inc |
| If Corporation, partnership, LLC etc. List all members/officers | Michael Delbridge Sec Bob Delbridge Vice Pres William Delbridge Treas STACIE Bishop Pres |

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 27, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: V-09-3, Vacation of Portions of Sorbonne Addition in the
Coeur d'Alene Place Development

DECISION POINT

The applicant, Greenstone-Kootenai, is requesting the vacation of undeveloped portions of the Sorbonne Addition subdivision. All lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, & 13, Tracts C through J, and Clairval Drive and Bernoulli Loop right's-of-way.

HISTORY

The noted development received preliminary plat approval in February 2007, with 244 lots to be built out in four separate phases. The lots consisted of single family and cluster type residential, and, a small area of C-17L commercial.

FINANCIAL ANALYSIS

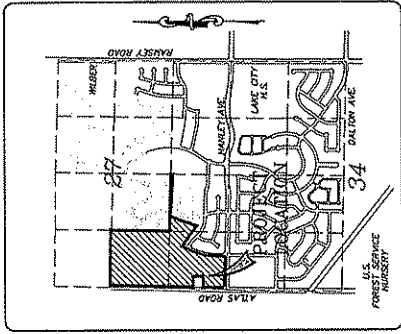
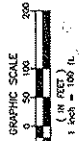
There is no financial impact to the City.

PERFORMANCE ANALYSIS

The developer installed a portion of the infrastructure, subsequently bonded for the remainder and received final plat approval in September 2007. The bond that was installed to allow for the final plat to be recorded is coming due, and would require the developer to install all of the remaining infrastructure and finish out the development. The balance of the subdivision has gone undeveloped, and, due to changing housing market conditions, the developer would like to re-evaluate and reconfigure the site. Vacating the plat would facilitate this and allow the developer to start over at such time that conditions change. The public right-of-way's will not be vacated.

RECOMMENDATION

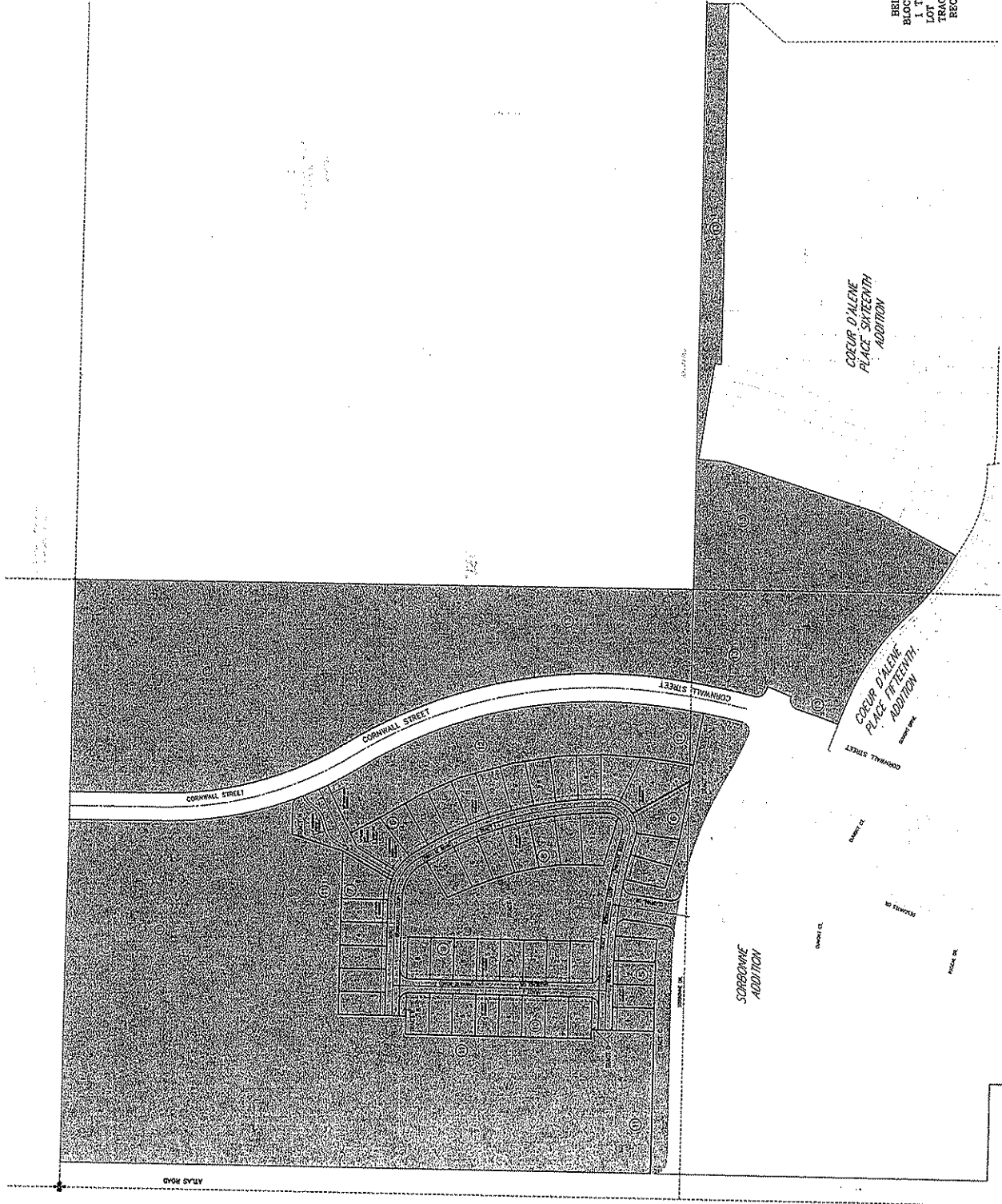
Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and to recommend to the City Council the setting of a public hearing for the item on September 1, 2009.



VICINITY MAP
 NOT TO SCALE

**SORBONNE ADDITION
 FLAT VACATION**

BEING A VACATION OF LOTS 1 THRU 4 BLOCK 5, LOTS 1 THRU 15
 BLOCK 6, LOTS 1 THRU 6 BLOCK 7, LOTS THRU 7, BLOCK 8, LOTS
 1 THRU 6 BLOCK 9, LOTS THRU 6 BLOCK 10, BLOCK 11, LOTS
 1 THRU 6 BLOCK 12, CHALKWALK DRIVE, RIGHT-OF-WAY &
 TRACES, C. D. E. F. G. H. I. & J. OF THE SORBONNE ADDITION FLAT
 RECORDED IN BOOK K, PAGES 58-68F. LOCATED IN SECTION 27,
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



ANNOUNCEMENTS

Memo to Council

DATE: July 28, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the August 4th Council Meeting:

BEVERLY MOSS

PED/BIKE COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

July 27, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers
Council Member Mike Kennedy

STAFF PRESENT

Sid Fredrickson, WW Superintendent
Amy Ferguson, Executive Assistant
Troy Tymesen, Finance Director
Jon Ingalls, Deputy City Administrator
Chris Bates, Engineering Project Mgr.

GUESTS

Steve James, J-U-B Engineers, Item #3

Item 1 V-09-3: Vacation of Portions of the Sorbonne Addition
Consent Calendar

Chris Bates, Engineering Project Manager, presented a request from the applicant, Greenstone-Kootenai, for the vacation of undeveloped portions of the Sorbonne Addition subdivision. Mr. Bates noted in his staff report that the development received preliminary plat approval in February 2007. The developer installed a portion of the infrastructure and subsequently bonded for the remainder and received final plat approval in September 2007. The bond that is coming due would require the developer to install all of the remaining infrastructure and finish out the development. Since the balance of the subdivision has gone undeveloped due to changing housing market conditions, the developer would like to re-evaluate and reconfigure the site. Vacating the plat would allow the developer to start over at such times that conditions change. Mr. Bates said that the public right-of-ways will not be vacated. There is no financial impact to the city.

MOTION by McEvers, seconded by Hassell, to recommend that Council direct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing on September 1, 2009. Motion carried.

Item 2 Change Order #1 for Stormwater Pump Station
Consent Calendar

Sid Fredrickson, Wastewater Superintendent, requested approval of Change Order #1 for the stormwater pump station in the amount of \$1,768.00. Mr. Fredrickson explained that the old wastewater standby generator was rebuilt prior to being donated to the stormwater utility. The work was done after the stormwater pump station rebuild contract was bid. As a result of the rebuild, the main breaker was replaced with the correct one of 200 amp capacity. This resulted in the need for larger wires on the generator output than what was bid but also provides more reserve capacity.

MOTION by Kennedy, seconded by McEvers, to recommend approval of Council Resolution #09-032 authorizing Change Order #1 with Shannon Industrial Contractors, Inc. in the amount of \$1,768.00. Motion carried.

Item 3 NW Quadrant Sewer Capacity Analysis (Presentation)

Sid Fredrickson, Wastewater Superintendent, presented the results of the Northwest Quadrant Sewer Master Plan Evaluation and Updates. He explained that council authorized the study a number of months ago as they had anticipated significant changes in housing densities. J-U-B looked at all of the various scenarios for the quadrant. In evaluating the established areas, they have seen a change in densities that will result in up to a 26% increase in flows. Areas such as the Landings development, Coeur d'Alene Place apartment complexes and tri-plexes, Hanley Avenue townhouses, Mill River, Seltice Way, Riverstone, Kroc Center, U.S. Forest Service, Atlas Road Industrial Park, the Huetter Addition, and the City of Huetter are all seeing much higher densities and a larger than anticipated increase in flow. Critical surcharge areas were identified, which represent "build out" conditions. System capacity will not be exceeded until these areas are fully developed. Mr. Fredrickson said that if the City elects to build-out per the worst case scenario, any changes in land use beyond the assumptions used in the analysis increase the amount of surcharge in the identified critical reaches and could result in sanitary sewer overflows.

Mr. Fredrickson explained that "surcharge" means over-full or over-capacity. He further noted that the over-capacity would be in the sewer pipe and not the sewer treatment plant, and that the sewer treatment plant capacity would be reviewed during the facility planning process. Mr. Fredrickson also said that they have been focusing their efforts on the Northwest Quadrant because that is where all of the growth is occurring.

Councilman McEvers asked if there is a mechanism to fit this information into annexations and zoning. Mr. Fredrickson said that one of the reasons they wanted the analysis done is so they can start answering these questions and get a handle on the issue before it becomes a critical problem. He will also be presenting the results of the study to the Planning Commission.

Motion by Kennedy, seconded by McEvers, to accept the report and forward in on to Council and the Planning Commission.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

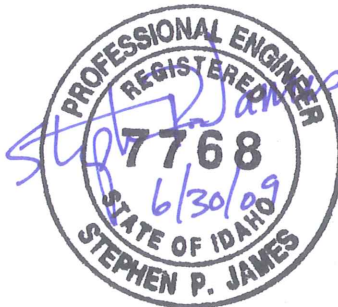
Amy C. Ferguson
Public Works Committee Liaison



TECHNICAL MEMORANDUM

for the
City of Coeur d'Alene Wastewater Utility

Northwest Quadrant Sewer Master Plan Evaluation and Updates



June 2009

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ES-1 – Introduction

ES 1.1 Purpose

The Northwest Quadrant of the City is a critical area for wastewater collection infrastructure due to its significant growth potential. Recent land use modifications and growth have not been fully consistent with previous planning densities and land uses. As a result, this evaluation was authorized to identify whether any of these changes has a significant impact on the existing wastewater collection infrastructure. The specific concerns that were identified by the City and the actions for evaluation appear in **Table ES-1**.

Table ES-1 - Summary of the City's Concerns and Actions for Evaluation

| City Concern | Action for Evaluation |
|---|--|
| Recent land use changes and trends | <ol style="list-style-type: none">1. Review the original land use and flow generation assumptions included in the 2005 Northwest Quadrant Sewer Master Plan.2. Update the future model based on recent population and density data. |
| Converting non-sewered land to sewered land | Evaluate the impacts of new zoning changes to existing PUDs and potential impacts of additional service areas to remaining system capacity. |
| Potential annexation of adjacent land | Provide an analysis of remaining system capacity and whether future projects can be served by existing sewer infrastructure. |

ES 1.2 Evaluation Summary

The first portion of the study evaluated the validity of previous land use assumptions with a direct count of high- and low-density residential areas. Additional areas either outside the current service area, not planned for wastewater service, or where previous land use planning is expected to change were also evaluated. The additional areas include:

- Mill River
- Seltice Way Commercial
- Riverstone Corridor
- Kroc Center
- US Forest Service Nursery
- Atlas Road Industrial Park
- Huetter Addition
- City of Huetter

The land use evaluation identified several areas where planning modifications appear warranted. The planned versus actual density for several existing areas plus the projected densities of several areas currently unsewered are presented on **Figure ES-1**. This evaluation considered a number of scenarios that examined different land use changes and their impacts to the system. The scenarios evaluated, including projected flows, are shown in **Table ES-2**.

Table ES-2 - Study Area Flow Generation

| Scenario No. | Bottom of Riverside Interceptor Flow Results | Discussion |
|---|--|---|
| 1 (2005 Model) | 9.4 cfs (6.07 mgd) | Basis for comparison to evaluate incremental flow addition of Scenarios No. 2 through No. 5. |
| 2 (2009 Update) | 11.9 cfs (7.69 mgd) | Includes updates to the 2005 model to reflect current densities adding 2.5 cfs to the downstream collection system. This is the largest incremental flow addition of all scenarios. |
| 3 (Scenario #2 plus US Forest Service Nursery and Atlas Road Industrial Park) | 12.4 cfs (8.01 mgd) | The US Forest Service Tree Nursery and Atlas Road Industrial Park add a total flow of 0.5 cfs to the downstream collection system. |
| 4 (Scenario #2 plus Huetter) | 12.1 cfs (7.82 mgd) | The Huetter Addition and City of Huetter add a total flow of 0.20 cfs to the downstream collection system. |
| 5 (Combination of Scenarios #2, #3, and #4) | 12.6 cfs (8.14 mgd) | Combining Scenarios #2, #3, and #4 results in a total of 3.2 cfs to the downstream collection system. |

ES 1.3 Results Summary

Of the five modeling scenarios, flow generation from the land use revisions of Scenario No. 2, 2009 Model Update represents the majority of the flow increase. Of the 2009 increases, 70 percent of the flow is generated from revisions to the Riverstone, Mill River, and Seltice Way commercial areas. Generally compared, the higher density development pockets being constructed further north in the quadrant have a smaller impact to the collection system.

The land use evaluation identified several significant changes in land use. When these revised densities were applied to the hydraulic model, several areas exhibited capacity issues. The most sensitive areas are the Riverside Interceptor and Seltice Way Siphon and downstream gravity piping. Of these areas, the reach with the highest potential for surcharge is the Riverside Interceptor. The critical reach (greatest potential for surcharge) is located in the center of the Riverstone Corridor. The pipe surcharges under Scenarios No. 2 through 5, indicating there will be no remaining capacity of the system at build-out.

The maximum surcharge in the critical pipe segments is presented in Table ES-3, and the worst case (Scenario 5) is shown on Figure ES-2.

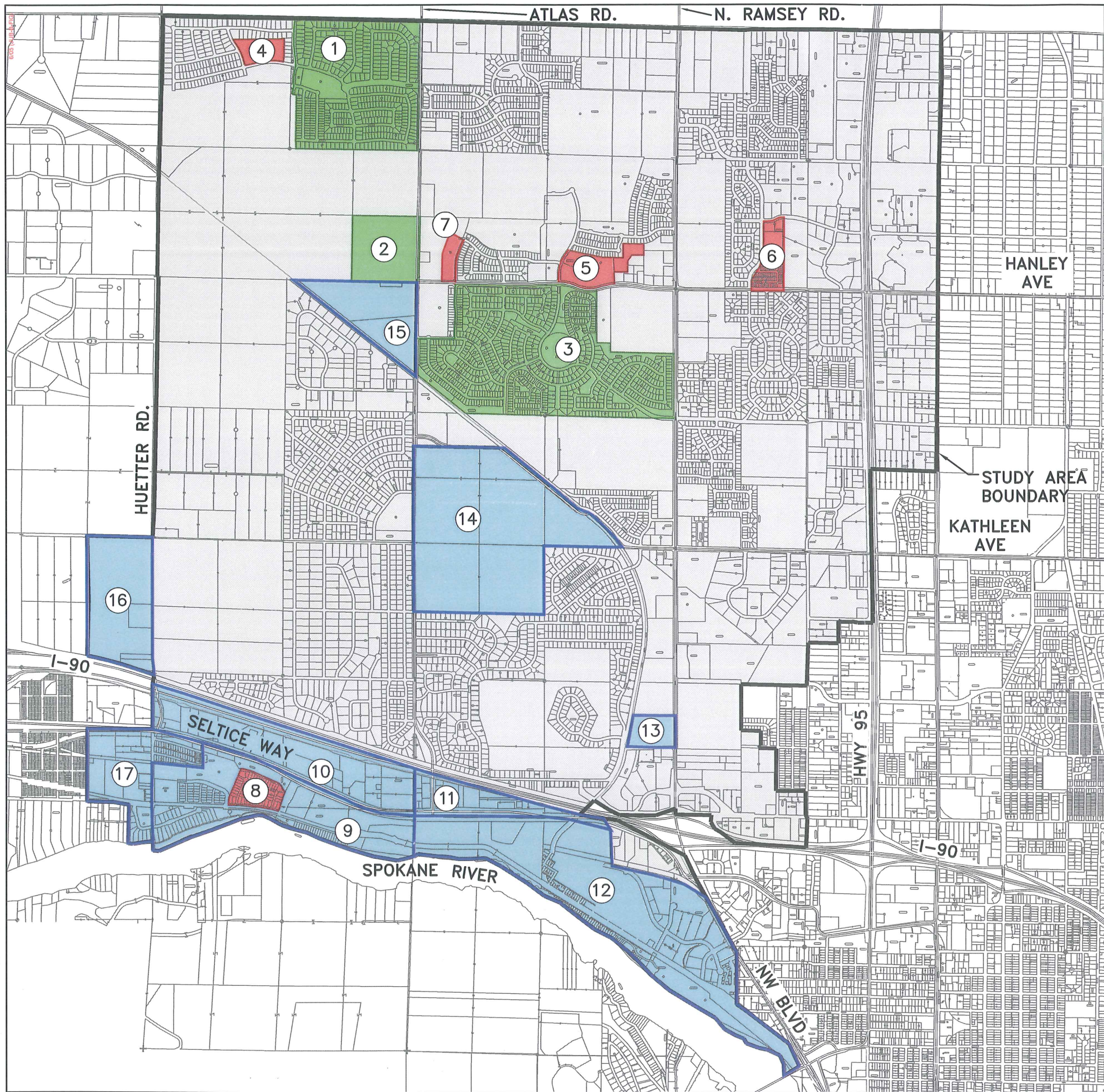
Table ES-3 - Riverside Interceptor Critical Reach (HYDRA G_ID 9054) Surcharge Comparison

| Scenario No. | Peak Flow (cfs) | d/D (ratio) | Peak Flow Capacity (cfs) | Remaining Capacity (cfs) | Surcharge (WSEL above Crown) |
|---|------------------------|-------------|--------------------------|--------------------------|--|
| 1 (2005 Model) | 9.4 cfs (6.07 mgd) | 0.8 | 10.9 cfs (7.0 mgd) | 1.5 cfs (0.97 mgd) | -0.36 feet (no surcharge, d/D = 0.80) |
| 2 (2009 Update) | 11.4 cfs (7.76 mgd) | >1.0 | | -0.5 cfs (-0.32 mgd) | 0.28 feet |
| 3 (Scenario #2 plus US Forest Service Nursery and Atlas Road Industrial Park) | 11.9 cfs (8.08 mgd) | >1.0 | | -1.0 cfs (-0.65 mgd) | 0.36 feet |
| 4 (Scenario #2 plus Huetter) | 11.6 cfs (7.82 mgd) | >1.0 | | -0.7 cfs (-0.45 mgd) | 0.29 feet |
| 5 (Combination of Scenarios #2, #3, and #4) | 12.0 cfs (8.14 mgd) | >1.0 | | -1.1 cfs (-0.7 mgd) | 0.38 feet |

ES 1.4 Conclusions

The following summarizes the conclusions from the collection system evaluation:

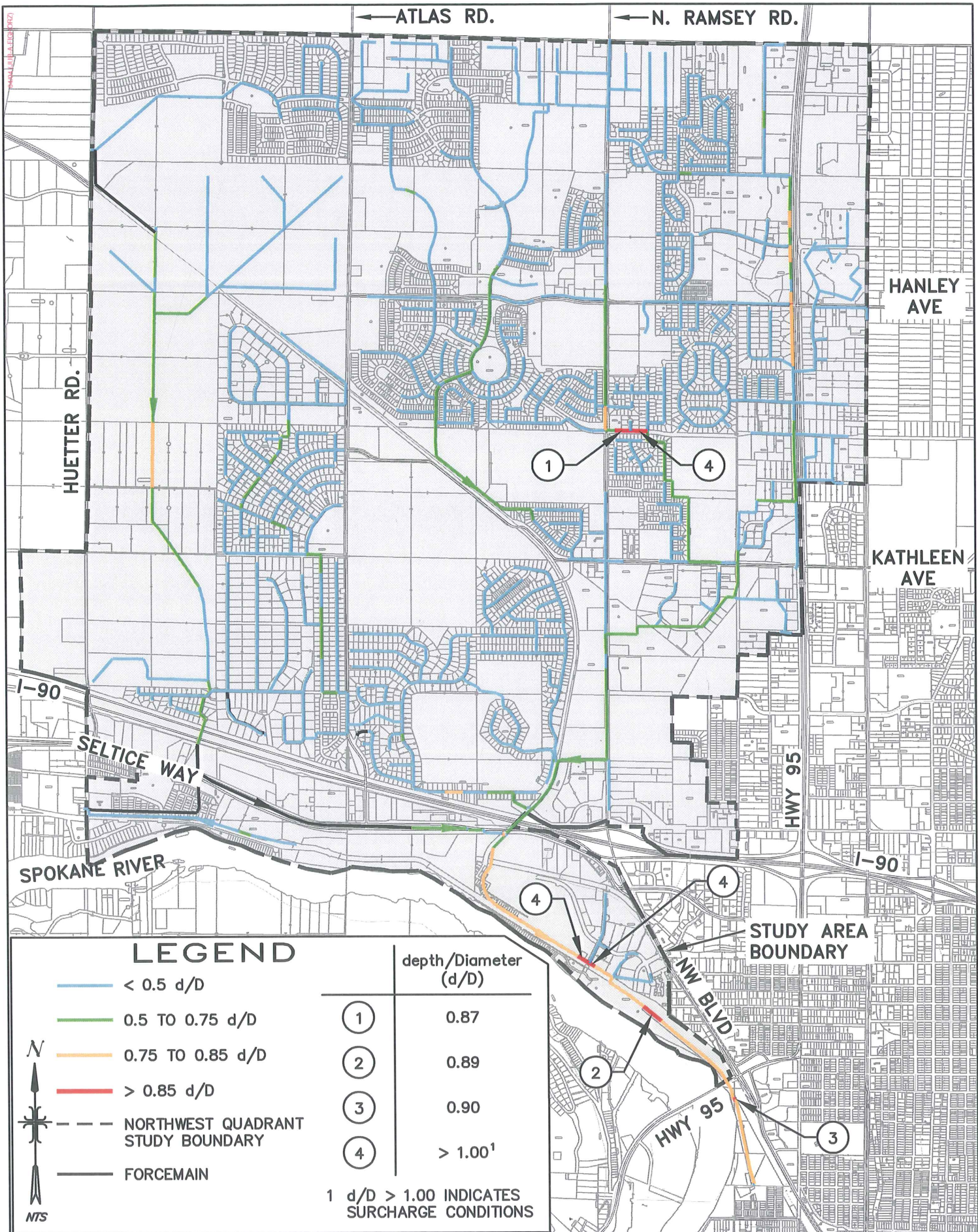
- Land use revisions to the model for the Riverstone, Mill River, and Seltice Way corridor appear warranted due to increased development densities.
- Flow generation based on a blended land use model appears to best predict future flows.
- Scenarios No. 2, 3, 4, and 5 all illuminate limited remaining capacity and isolated surcharge conditions in the Riverstone Interceptor and isolated areas along Highway 95. The lack of remaining capacity and surcharge conditions under the projected modeling Scenarios No. 2 through No. 5 leave no factor of safety with regard to pipeline capacity under “gravity” flow conditions.
- The model represents “build-out” conditions, so system capacity will not be exceeded until this area is fully developed.
- If the City elects to build-out per the worst case scenario, any changes in land use beyond the assumptions used in this analysis increase the amount of surcharge in the identified critical reaches and could result in sanitary sewer overflows.
- Potential surcharge areas can be resolved through replacing pipeline segments with larger pipe or adding a parallel relief sewer.



| HATCH | LAND USE | AREA NUMBER | SPECIFIC AREA DESCRIPTION | 2005 HYDRA LAND USE ASSUMPTION FLOW EQUIVALENT (1) | 2009 AS-CONSTRUCTED FLOW EQUIVALENT |
|-------|--|-------------|---|--|-------------------------------------|
| Green | RESIDENTIAL AS-CONSTRUCTED COUNT AREA | ① | LANDINGS | 3.0 ERU/ACRE (590 GPD/ACRE) | 2.9 ERU/ACRE (570 GPD/ACRE) (2) |
| | | ② | HAWK'S NEST FIRST ADDITION | 3.0 ERU/ACRE (590 GPD/ACRE) | 2.6 ERU/ACRE (510 GPD/ACRE) (2) |
| | | ③ | COEUR D'ALENE PLACE | 2.8 ERU/ACRE (550 GPD/ACRE) | 3.1 ERU/ACRE (610 GPD/ACRE) (2) |
| Red | HIGH-DENSITY AS-CONSTRUCTED COUNT AREA | ④ | LANDINGS (PRINCETOWN) | 3.0 ERU/ACRE (590 GPD/ACRE) | 9.4 ERU/ACRE (1,840 GPD/ACRE) (2) |
| | | ⑤ | COEUR D'ALENE PLACE (APARTMENT COMPLEXES ON COURCELLES PARKWAY) | 7.6 ERU/ACRE (1,490 GPD/ACRE) | 12.5 ERU/ACRE (2,450 GPD/ACRE) (2) |
| | | ⑥ | HANLEY AVENUE TOWNHOUSES (NEAR HECLA BUILDING) | 4.6 ERU/ACRE (900 GPD/ACRE) | 10.4 ERU/ACRE (2,040 GPD/ACRE) (2) |
| | | ⑦ | COEUR D'ALENE PLACE (TRI-PLEX COMPLEXES NORTH OF HANLEY AVE.) | 3.0 ERU/ACRE (590 GPD/ACRE) | 7.3 ERU/ACRE (1,430 GPD/ACRE) (2) |
| | | ⑧ | MILL RIVER | 3.0 ERU/ACRE (590 GPD/ACRE) | 7.3 ERU/ACRE (1,430 GPD/ACRE) (2) |
| | | ⑨ | MILL RIVER | 3.0 ERU/ACRE (590 GPD/ACRE) | 1,500 GPD/ACRE (7.7 ERU/ACRE) (3) |
| | | ⑩ | SELTICE WAY COMMERCIAL (WEST) | 130 GPD/ACRE (0.7 ERU/ACRE) | 1,300 GPD/ACRE (6.6 ERU/ACRE) (3) |
| Blue | ADDITIONAL AREAS FOR EVALUATION | ⑪ | SELTICE WAY COMMERCIAL (EAST) | 790 GPD/ACRE (4.0 ERU/ACRE) | 1,300 GPD/ACRE (6.6 ERU/ACRE) (3) |
| | | ⑫ | RIVERSTONE CORRIDOR | 860 GPD/ACRE (4.4 ERU/ACRE) | 2,300 GPD/ACRE (11.8 ERU/ACRE) (3) |
| | | ⑬ | KROC CENTER | 900 GPD/ACRE (4.6 ERU/ACRE) | 1,500 GPD/ACRE (7.7 ERU/ACRE) (3) |
| | | ⑭ | US FOREST SERVICE NURSERY | 0.03 ERU/ACRE (6.0 GPD/ACRE) | 3.0 ERU/ACRE (590 GPD/ACRE) (3) |
| | | ⑮ | ATLAS ROAD INDUSTRIAL PARK | 4.6 ERU/ACRE (900 GPD/ACRE) | 1,170 GPD/ACRE (5.9 ERU/ACRE) (3) |
| | | ⑯ | HUETTER ADDITION | NO SERVICE PLANNED | 3.0 ERU/ACRE (590 GPD/ACRE) (3) |
| | | ⑰ | CITY OF HUETTER | NO SERVICE PLANNED | 2.9 ERU/ACRE (570 GPD/ACRE) (4) |

1. THESE VALUES INDICATE THE LAND USE ASSUMPTION OF THE 2005 "FUTURE" HYDRA MODEL. AN EQUIVALENT VALUE IS SHOWN FOR AREAS WITH MULTIPLE LAND USE ASSUMPTIONS.
2. VALUES DETERMINED FROM DIRECT COUNT OF AS-CONSTRUCTED LAND USE DENSITIES.
3. PROJECTED VALUES DETERMINED THROUGH THE 2009 BLENDED LAND USE ANALYSIS.
4. THE CITY IS COMMITTED TO SERVE A TOTAL OF 200 ERU'S FOR THE CITY OF HUETTER RESULTING IN THE EQUIVALENT FLOW VALUE.





**CITY OF COEUR D'ALENE
2009 NW QUADRANT SEWER MASTER PLAN UPDATE**

FIGURE ES-2 - Gravity Pipe Capacity (depth/Diameter) for Scenario No. 5 (Combination of Scenarios 2,3, and 4)