

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
April 19, 2016**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Library Community Room April 19, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin)	Members of Council Present
Kiki Miller)	
Woody McEvers)	
Amy Evans)	
Dan English)	
Loren Ron Edinger)	

Councilmember McEvers participated in the meeting via telephone conference call.

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

INVOCATION was led by Pastor Kurt Wandrey with Peace Lutheran Church.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Miller.

AMENDMENTS TO THE AGENDA: There were no amendments to the agenda.

RESOLUTION 16-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH NORTHERN STATE PAK, LLC d/b/a COEUR D'ALENE GARBAGE SERVICE FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION.

Mayor Widmyer explained the procedure, which would include a staff report, followed by comments from the three bidders, followed by public comment, and then a summation by staff.

STAFF REPORT: Randy Adams, Deputy City Attorney, presented a request for council to accept the recommendation of staff and award the Contract for CDA Solid Waste and Single Stream Recycling Collection to the low bidder, Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service; and to approve the draft Contract between

the City of Coeur d'Alene and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for CDA Solid Waste and Single Stream Recycling Collection.

Mr. Adams said that a lot of questions have been raised about the bid process, the bids themselves, the staff reports, and the proposed contract. He noted that it is the opinion of the City Attorney's office that the RFP process complied with state law, was thorough, and prices were obtained from bidders on 141 separate line items. The low bid was obtained based on 29 separate line items. The process was not flawed or backward or unfair to any bidder. Idaho law requires that contracts for services must be awarded pursuant to a competitive sealed bid process. Under this process, the City is required to accept the lowest bid made by a qualified bidder who complies with procedure and whose bid meets specifications. The RFP was published on February 25th and bids were due on March 24th. A question was received from potential bidders about how the low bid would be determined, and the City responded on March 11th that it would accept the lowest bidder on the base proposal. Mr. Adams said that this is a process that has been approved by the Idaho Supreme Court and that Idaho law requires that any objections to the bidding process must be in writing and received 3 days prior to the bid opening. No objections were received. He stated that the law is clear that the lowest number as determined by the terms of the RFP is the low bid. The law does not allow the low bid from a qualified bidder to be rejected based upon non-monetary considerations.

Mr. Adams stated that the City received three bids. Each bid provided a base bid and some ideas for other alternatives. The Finance Director and City Attorney determined that each of the bidders was qualified, complied with procedures, and met specifications. The lowest bidder was Northern State PAK, LLC.

Mr. Adams said that one of the purposes of the RFP was to try to determine the cost of recycling or reusing glass, which the city has not been offering up to this point. The proposals contained different suggestions. Once the apparent low bid was determined, the Finance Director and City Attorney attempted to work with the apparent low bidder regarding glass recycling. The contract presented implements the "depot" system with drop boxes, with the number and locations of the depots entirely within the discretion of the City. Northern Stake PAK dba Coeur d'Alene Garbage has agreed to monitor the depots and deliver the glass to appropriate vendors at its actual cost. The cost could be as little as \$1,000 per month depending on the number of depots and how often the glass needs to be hauled. The City will monitor the costs to assure compliance. Mr. Adams commented that staff has also had discussions with Kootenai Environmental Alliance, who supports the depot system.

Mr. Adams discussed the contract highlights and noted that staff began with the existing contract between Kootenai County and Waste Management and used it as a template. Most of the provisions of the contract are unchanged. Some changes include: Coeur d'Alene Garbage will provide all new carts for residential and commercial customers. The contract requires an office in Kootenai County. Mr. Adams noted that Coeur d'Alene Garbage has an office in Post Falls and staff feels that the office location won't adversely affect customer service as bills can still be paid at City Hall. The definition of

word “Extras” was added to the contract so customers will know when an extra charge can be made.

Another change to the contract was the addition of an “Act of God” provision. The existing contract has a similar provision, and it is standard language in most contracts.

Councilmember Gookin asked about the “Extras” and what the charges would be, and how issues such as a bag of garbage sitting next to cart, a lid that is ajar, or carts being too close together would be addressed. Mr. Adams said that the question of whether the carts are too close together is not addressed in the contract, but he believes that a note is left by the driver. In regard to the lid being cracked open, under the existing contract, essentially a full cart is what each customer pays for and the lid must be closed completely. Coeur d’Alene Garbage has agreed to 3 inches; however, Mr. Adams noted that if someone has more trash than fits in their cans, that is considered an Extra since it is the start of a second can, and the customer would be charged at the rate of the first can. Councilmember Gookin asked if the rules apply to the recycle carts as well. Mr. Adams said that he assumes that they do as the term “Extras” is also included in Schedule B as well.

Councilmember Edinger asked if council could reject all bids and ask for a rebid. Mr. Adams said that there is a provision in the statute that allows for that but it requires the exercise of discretion on the part of the council to do that and it requires that the council give a rationale for that action.

Councilmember Miller asked Mr. Adams to address the legality or a statute that provides for the ability to negotiate an add alternate item. Mr. Adams said that the Supreme Court has talked about a situation in which there was a base bid and some alternate add ons. The court has said that the governmental entity can make its decision on what it is going to consider when deciding who the low bidder is. The document provided to all bidders indicated that the low bid would be based on the base proposal and not the add alternates. The idea was to not lock the bidders into the alternates but to get ideas for the city to try to work on the alternates to see if they would fit within the plan for the collection contract. Once there was an apparent low bidder based on the base proposal, then they talked to the apparent low bidder to see what ideas they had and what would work. They weren’t locked into what was in their bid. The depot idea was settled upon preliminarily as a viable means to allow the public to recycle glass. Mr. Adams confirmed that they don’t have a price for the add on for recycling glass and it would depend on how many depots the City decides that they want to have, and may also depend upon the price for hauling.

Councilmember Miller asked if council could award the low bidder without approving the contract at tonight’s meeting. Mr. Adams said that they could, but the contractor has indicated that it is starting to order the new cans and it is problematic to award the low bidder and not approve the contract as the contractor is supposed to be up and running by July 1st. Councilmember Miller said that she had questions about the RFP and how quickly it came out and how it worked. She feels that there were some things that

procedurally could have been done more effectively. In addition, she has some issues with the language in the contract.

Councilmember Miller questioned the language in the contract regarding delivery of recyclables -- best reasonable efforts, and the contractor being able to act as their own broker. Mr. Adams said that the contract does require that the recyclables be recycled and the best efforts language was added because it is normal in these situations. He noted that in the existing contract there is a requirement that the recyclables be delivered to a specific organization, and said that the contract binds the contractor to recycling unless there are circumstances beyond the contractor's control.

Councilmember Miller said that if the glass market was such that you had to pay to get rid of glass, and the City was in a contractual agreement with someone and the constituents thought that the glass was being taken to a recycling center and the economy was such that you couldn't give the glass away, the contractor could charge for their time and costs to take the glass to the landfill. Mr. Adams said that if the contractor is not doing what the City thinks it should, the City can require compliance. There may be argument back and forth as to what constitutes best efforts, but the City is ultimately the judge of that and can terminate the contract. Best efforts does give some flexibility, but it is really flexibility on the City's part. The City will be monitoring the costs and there is a provision added to the contract that requires the contractor to report the amount of recyclables collected each month on a monthly basis. The cost for hauling glass is being paid for by the City and is not being added to the customers' bill. It is within the City's power to control the recycling of the glass. It is an ongoing effort.

Councilmember Miller noted that there are some items that can be negotiated annually in the contract. Mr. Adams said that there is a provision in the contract for a price increase, which was in the existing contract as well. It is bracketed by a 1.5% minimum and 2.75% maximum tied to a specific federal figure. In regard to the terms of the contract, those can be modified at will at any time.

Councilmember English asked what kind of assurances there are for the public that if something goes sideways, the City has the ability to enforce the contract. Mr. Adams said that the contract provides specifically that the City reserves the right to renegotiate the terms of the contract in part or in total. The City has the right to terminate the contractor for failure to perform with 30 days' notice. The intent of the contract is that glass would be recycled.

Councilmember Evans asked if the price of the delivery of the recyclables is included in the low bid, or is it possible that the City would receive an extra charge if the recyclables needed to be transported to Seattle or Pasco, etc. Mr. Adams said that all of the costs for the recyclables are included in the base bid, other than the glass depots.

Councilmember Edinger asked if the mayor or any councilmembers were involved in the negotiation process. Mr. Adams said that they were not directly involved, but that the proposed contract was circulated multiple times to council and the mayor.

Councilmember Edinger said that it was his understanding that when the RFPs came in, the mayor and council would sit down and discuss them, and that didn't happen.

Councilmember Gookin asked about the option of throwing out all three bids at the council's discretion. Mr. Adams said that the statute says that the bids can be thrown out and the matter rebid, but the exercise of discretion requires the council to articulate a rationale – a legitimate reason to throw out the bids. He noted that there is very little case law, but one of the things that has been deemed to be an acceptable rationale is if all of the bids are too high. The rationale needs to be something concrete along those lines. Mr. Adams confirmed that staff did what was requested of them by the council.

Councilmember Miller said that the contract doesn't mention any requirements that the subcontractors are bound by the main contract. Mr. Adams said that the existing contract doesn't have that language, but if it is something that the council wants to put in, they can do that. Coeur d'Alene Garbage has indicated that they typically don't use subcontractors, but might use them to deliver the new containers. In the absence of an expression in the contract, the subcontractors would be deemed to be bound by the contract.

Steve Roberge, District Manager for Waste Management, said that he is a lifelong area resident and employee of Waste Management for 33 years, and is deeply aware of what the residents and the city wanted from the selection process, which is a continuation of outstanding service. Waste Management was the only company that offered curbside recycling of glass. He noted that councilmembers have a responsibility to do what is right for the City of Coeur d'Alene and its citizens. Waste Management asked council to take the extra time to explore their options.

Andrew Kennefick, legal counsel for Waste Management made four points: One, this is the city council's decision to make. Two, council can elect to start over and the RFP gives council the right to reject all bids and rebid. Mr. Kennefick noted that Waste Management is more than willing to agree to a reasonable extension. Three, the decision ought to be made first by identifying what package of alternatives the city wants, then choosing the lowest bidder for that package. Mr. Kennefick commented that Waste Management operates Blue Bird Recycling and the Spokane Recycling Center and they know what it takes to recycle. Four, it is tough for Waste Management to be fighting for the contract, but it is worth fighting for. Waste Management has appreciated working with the City and the compliments they have received about their service. Mr. Kennefick noted that Steve Roberge and other Waste Management employees have worked hard to earn the City's trust.

Mark Torry, President of Sunshine Disposal, said that their proposed prices for services are firm, and if selected, they are prepared to provide a seamless transition on July 1st. Their proposal will provide wages and benefits comparable to those paid today. They will offer qualified displaced workers the opportunity to apply to be employed by their

company, and will also include an office in the city limits. Alex Wu, legal counsel for Sunshine Disposal, reviewed the case law. He said that whole point of a sealed bid process is to insure that constituents pay as little as possible for all of the services that they want. They don't have an objection to the RFP, but have an objection to how the lowest bidder was determined. The issue is that there are no numbers for glass recycling in the contract. The process that has been presented up to this point is one in which council has been told they must select the lowest bidder on the base bid no matter how much glass recycling costs, and that is wrong.

Phil Damiano, owner of Coeur d'Alene Garbage, said that the contract that council will vote on tonight is, in fact, the best deal by far for the City of Coeur d'Alene. Complaints were voiced after the bids were received and opened and Coeur d'Alene Garbage was by far the low bidder. The complaints have no merit whatsoever. Mr. Damiano said that the process was not flawed and there were no timely objections to the process, and so it sounds like sore losers to him. In regard to questions about performance, Mr. Damiano said that City staff has fully vetted their company and have checked with Post Falls and Kootenai County. Their company was praised by both entities for its customer service and professionalism. Over a potential 16 year contract, Coeur d'Alene is the low bidder by \$6.6M. The RFP clearly stated that the low bid wins and that the calculation will only be on the base bid. It is his belief that the city council has a fiduciary responsibility to the people to provide services at the lowest cost.

In regard to glass recycling, Mr. Damiano said that the RFP asked for bids on adding glass recycling to the single stream as an alternate. The RFP was very specific that it was an alternative and would not be used in determining the winning bid. Their research showed that adding glass to the single stream is the most expensive and least favored way nationwide. Adding glass devalues and contaminates single stream materials. Research shows that glass doesn't get recycled in most cases. There is a better way to handle glass through placing 30 yard drop boxes or depots at different locations throughout the city where people can take their glass. Mr. Damiano said that Coeur d'Alene Garbage agrees to provide glass recycling at their cost, and the best part is that the City controls where the glass goes and the number of stations. The cost is dependent on what the City determines it wants to do with the glass. This program of separate glass depots or stations is widely accepted as the best way to deal with glass and the most beneficial to single stream recycling programs. They agree to provide glass recycling stations at their cost. The best part is that the city controls where the glass goes and the number of stations. The cost is dependent on what the city determines it wants to do with the glass. Mr. Damiano said that the contract represents the best of everything and asked the council to accept this great deal for the City of Coeur d'Alene.

The Mayor opened the meeting for public comment:

Jon Ingalls, Coeur d'Alene, said that people are passionate about garbage and garbage service and he had a few observations. He has witnessed numerous occasions with the

current provider where there have been small garbage spills, and the driver has gotten out and cleaned things up. He has seen carts tipped over by wind and snow plows and the current provider takes care of business and cleans things up. In regard to overstuffing the garbage bin, he never gets a special charge for that. During the recent 150 inch winters, the current provider did a work around plan because they couldn't get through alleys. As a Kiwanis member, Mr. Ingalls appreciates the community service from the current provider, who provides free bins for events downtown. He noted that Coeur d'Alene residents have come to value and appreciate the excellent garbage and recycling services as are currently being provided.

Ron Nilson, Coeur d'Alene, said that he feels for the council, and asked them to accept the bid given by Coeur d'Alene Garbage. He noted that he has been involved in more than 250 bid processes through his company and he has lost more than half of those, but it is part of the process. Waste Management lost this and it should be over. To drag it on reduces the quality of the bidding process. To reject the process would only open the City up to potential lawsuits. This bid and the huge savings that comes with it are for the citizens of Coeur d'Alene.

Brent Regan, said that he is a customer of both Waste Management and Coeur d'Alene Garbage, and noted that he has received excellent service from Coeur d'Alene Garbage and not so much from Waste Management. Mr. Regan read the staff report and contracts and called the Kootenai County Commissioners and asked them about Coeur d'Alene Garbage, and the commissioners gave them a glowing report. The fact that Coeur d'Alene Garbage is offering an at cost option is a good thing. He encouraged council to take it at its face value, and make a decision, and save money for the residents of Coeur d'Alene.

Kathy Mayer, said that she is the Solid Waste Director for Kootenai County and clarified that the current contract is with Kootenai County, not with the City of Coeur d'Alene. The contract has been in place for 16 years and the contract provisions do not allow for any further contract extensions after the 1st of July. There may be other remedies that the council could pursue through consultation with their attorney.

Mr. Adams said that he thinks everybody appreciates the good service that Waste Management has provided, but this is not a situation where a private party goes to buy a car and can negotiate before they decide whether to buy or not. The law is very clear. The procurement of public services must be by low bid. The bid has to be defined and the RFP defined the bid by the base proposal. It was done because council didn't know how much it was going to cost to recycle glass. Mr. Adams said that staff has considered the case law and numerous letters from the attorneys for the other proponents and has

determined that this process does comply with the law and recommends that the low bid be awarded to Coeur d'Alene Garbage.

Councilmember Evans asked at what point soliciting creative ideas and bringing them back to council for discussion occurred, or should it have happened. Mr. Adams said that he believes it did happen at the General Services Committee meeting. The contract can still be modified if council has some additional suggestions or changes to the contract as it is the council's decision.

Councilmember Evans asked if the \$6.6M in savings was going directly to the constituents and if they will see that savings reflected on their bill. Mr. Adams said that there probably would not be a decrease in the monthly bill because garbage is funded out of the Sanitation fund, which is apparently not doing well. The savings will make the fund healthy for other purposes such as glass recycling.

Councilmember Edinger asked Mr. Adams if he believed that for such an important issue the mayor and council should have been involved in the negotiations. Mr. Adams said that he believes that the council and the mayor can delegate the authority to do the initial negotiations and then council would get involved at the General Services Committee meeting and at the city council meeting; otherwise you can run afoul of the Open Meeting law.

Councilmember Gookin said it was the city council's job to make a motion on February 16th to direct staff to do a job. If council wanted to, they could have made a specific motion to go out for bids on sanitation and to include glass recycling in the base price, but council didn't do that. Staff did what council told them to do. Councilmember Edinger disagreed.

Councilmember Evans noted that council has received numerous emails from constituents and employees and asked if there is a provision anywhere in the contract for employee wages and benefits if some employees leave one agency and are hired by another agency. Mr. Adams said that city is really not in a position to dictate wages that a contractor pays. There is a provision in the contract regarding fair labor practices.

Councilmember Miller said that this has been a learning curve for council in that there is no such thing as an RFP – it is a solicitation for bids. Mr. Tymesen had indicated to council that he intended to seek creativity – that is an RFI, a Request for Information that would not necessarily come back to council. If the policy was flawed, it was that they didn't move in a time frame far enough out to gather information and find answers. It wasn't an illegal process, and it was clear to everyone. It doesn't seem like throwing out all bids would be fair, but she is still not comfortable with the contract.

Mayor Widmyer noted that if there was anything changed in the contract, it would have to come back again before the council and time is of the essence. He said that council would probably be best served to address any language changes in the contract tonight. Mr. Adams said that it is possible, if council is specific enough and the language changes were stated by council as part of the motion, that the contract would not have to come back to council unless the contractor did not want to accept the new language.

Councilmember Miller said that she doesn't want citizens of Coeur d'Alene to spend their time, gas and money to clean their bottles and drive them to one of the depots where it will end up in the landfill anyway with the City paying for it. Mr. Adams said it is difficult to know on a day-to-day basis where the glass is going to go, but confirmed that the City does get to choose where the glass will go.

Councilmember English said that he has a good comfort level with the staff and their ability to fine tune the contract. To him, it is pretty simple that it should be the low bidder based on the base requirement, and he believes that is what council needs to look at and go with. They have the ability to address the other concerns such as wages, etc., but he can't make a decision as a councilmember based on that. To Councilmember English, it boils down to the best competitive bid price and they are reassured by staff that the contractor is a qualified bidder. He has a comfort level going forward tonight and is not comfortable putting it back out for rebid.

Councilmember Gookin asked if council goes ahead and approves the contract tonight, what opportunities do they have to give feedback to the contract in the future. Mr. Adams said that the contract provides that terms can be modified by agreement with the contractor, and the contract can also be terminated by the City. The City can't dictate the terms of the contract, but they can be renegotiated if something comes up later.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 16-020**, approving the Contract with Northern State PAK, LLC d/b/a Coeur d'Alene Garbage Service for Solid Waste and Single Stream Recycling Collection.

DISCUSSION: Councilmember Gookin noted that everyone voted unanimously to move forward with the process and the date is coming up very quickly. The low bidder has been very cooperative with the City.

Councilmember Miller said that she doesn't believe that this broad latitude of negotiating the add alternates is a good business policy, but it is not illegal and is within the statutes, and everyone was aware of it.

Councilmember McEvers said that he is in favor of awarding the low bid.

Councilmember Evans said that they went through the contract in detail at the General Services Committee meeting and expressed appreciation to staff for addressing her questions and concerns. She noted that it has been a learning experience. She is uncomfortable with the glass recycling and would feel more comfortable if it was defined further. She also noted that she is extremely uncomfortable with the process, but the ownership is on the council and their motion at the February meeting.

ROLL CALL: Edinger, No; Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye; English, Aye. **Motion carried.**

Mayor Widmyer called for a 10 minute recess. Councilmember McEvers left the meeting at 7:32 p.m.

The meeting resumed at approximately 7:45 p.m.

PROCLAMATION: “Fair Housing Month”: Mayor Widmyer proclaimed the month of April as “Fair Housing Month” in the City of Coeur d’Alene. Virgil Edwards, Independent Living Trainer/Specialist with Disability Action Center, accepted the proclamation.

Angela McDonald, Disability Action Center, said that there will be a Fair Housing Forum on April 21st, featuring a number of experts on the subject of fair housing from a provider’s perspective. The event will be held in the Library Community Room. Contact the Disability Action Center at 664-9896 and they will email the link for registration.

Mr. Edwards thanked the mayor and city council and noted that he has a personal Fair Housing issue at the Hidden Hills residential community that he is dealing with. He noted that the disabled are vulnerable people who have no rights. He asked the public to get ahold of their legislators and the media. Mayor Widmyer asked Mr. Edwards to keep him updated.

Rick Van Horn commented that he lives across the street from Mr. Edwards and is not feeling like he has a secure place at Hidden Hills. He is also disabled and is afraid that he might end up on the street. Mayor Widmyer asked Mr. Van Horn to keep in contact with Mr. Edwards and keep the mayor updated.

PROCLAMATION: “Arbor Day Celebration Week”: Mayor Widmyer proclaimed the week of April 25-30, 2016 as “Arbor Day Celebration Week” in the City of Coeur d’Alene. Katie Kosanke, Urban Forestry Coordinator, accepted the proclamation.

Ms. Kosanke said that the Library will be having a “Trees are Great!” program for children on Wednesday, April 20th, at 10:00 a.m. The following week they will be distributing seedlings at the library. The Kootenai Arbor Day Committee is celebrating 30 years of giving seedlings to 4th grade students, for a total of 67,000 trees.

Marissa Koski, of Coeur d’Alene Charter School, provided the winning artwork this year. A sticker with the artwork will accompany each seedling given to the 4th graders. The artwork was designed by junior and senior high school students and select classes of 4th graders did the judging.

The Arbor Day Celebration will be held at McEuen Park on Saturday, April 30th, with a tree planting at 10:00 a.m. and free lunch at 11:30 a.m. The Native Plant Society will be hosting a couple of hikes on Tubbs Hill at 10:00 a.m. and 12:30 p.m. The City will be receiving its 32nd Tree City Award, and they will be distributing tree seedlings, door prizes, tree information, etc.

Councilmember Gookin said that the City gets a lot of flak whenever a tree goes down and asked Ms. Kosanke how many trees are planted in a year. Ms. Kosanke said that it varies by year, but this last year it was just under 500 trees, and some years depending on projects it goes up to 800 or more. They also plant a lot of seedlings in natural open space areas as well. The number of trees removed is minimal in comparison.

CONSENT CALENDAR:

1. Approval of Council Minutes for April 5, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of General Services Committee Minutes for the April 11, 2016 Meeting.
4. Setting of General Services and Public Works Committee meetings for April 25, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Transfer of Beer License from The Cellar to Anthony’s Coeur d’Alene; 1926 Riverstone Drive.
6. Setting of Public Hearing – ZC-1-16; Proposed Zone Change from MH8 to R-12, 3045 N. Fruitland Lane, for May 17, 2016.
7. **Resolution No. 16-021:** 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 APPROVAL OF ADDENDUM #3, AN EXTENSION OF AN AGREEMENT TO THE PROFESSIONAL SERVICES

CONTRACT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES; APPROVAL OF AN EASEMENT AGREEMENT WITH LEONA L. HASSEN AT 726 E. TUBBS HILL; APPROVAL OF AN ADDENDUM TO THE 2015-2016 SCHOOL RESOURCE OFFICER CONTRACT WITH NORTH IDAHO COLLEGE FOR SUMMER SCHOOL YEAR 2016; APPROVAL OF A SCHOOL RESOURCE OFFICER AGREEMENT FOR SCHOOL YEAR 2016-2017 WITH NORTH IDAHO COLLEGE; DECLARATION OF SURPLUS DRUG TASK FORCE VEHICLE – POLICE DEPARTMENT; AND DECLARATION OF SURPLUS USED EQUIPMENT – STREETS DEPARTMENT.

MOTION: Motion by English, seconded by Evans to approve the Consent Calendar as presented, including **Resolution No. 16-021**.

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

PUBLIC COMMENTS: There were none.

MAYOR & COUNCIL COMMENTS:

Councilmember Gookin asked that an item be placed on the next Council Meeting agenda for a discussion regarding the garbage collection fees charged to residents.

OPTIONS FOR THE CREATION OF A BIKE SHARE PROGRAM:

STAFF REPORT: Bill Greenwood, Parks & Recreation Director, and Bev Moss, Pedestrian and Bicycle Advisory Committee member, reviewed options for the creation of a bike share program as a way of making our city friendlier to bicycles. A bike share program would provide people the opportunity to check out or rent a bike from various locations around town. The city attempted to create their own bike share program more than 10 years ago by leaving bikes around town for people to use for free, but most of the bikes went missing. These kinds of programs are usually cumbersome to manage so the city hasn't seriously pursued a program since then even though it has been discussed for years. There are now companies that provide a turn-key service for bike share programs. The City's cost for this project is zero. The Zagster company that staff has been speaking with installs the infrastructure, provides the bikes, provides the repair and rebalancing contracts, and does their own tech support. Zagster would solicit sponsors to fund the program. If enough sponsors cannot be found, then the City would not initiate the program. Providing a bike share program will give both citizens and visitors a means to get around and recreate in the city that they may not have had the opportunity to do before. This will help the City reach its goal as a "silver status" Bike Friendly

Community and help the City achieve “All-Star” status in its “Let’s Move! Cd’A” program.

Ms. Moss noted that bike share programs are all over Europe, and there is also one in Seattle. Zagster is looking for creative ways to help communities that are small and mid-size to have public bike sharing programs at no cost to the cities. The system is fully automated. The company proposes 6 bike stations throughout the more populated areas of the city, with 40 bikes initially and about 80 parking places. The populations they are targeting are tourists, and young people who can’t afford cars. In regard to sponsorships, the company will come and talk to businesses, organizations, non-profits, etc. and then those sponsor names will be added to bicycle baskets and at the stations. Examples of other cities with bike share programs are Fort Collins, Colorado; Fort Wayne, Indiana; Lakeland, Florida; and Smyrna, Georgia.

A possible timeline was discussed. Zagster would like to come starting in May and solicit sponsors, but before they do that, they would like to have some assurance that the City is on board with the program. They would also need to know that they would be the only company doing a bike share program. They would also like a contact list of people provided by the City and someone who could answer questions from sponsors. They also want some assurance from the City that they would help with some operational needs and are asking for the council to approve the concept. In exchange, Zagster would provide sales, business development, marketing resources, fund raising, and the full bike share program. The company is willing at some point to share revenue back with the city.

Councilmember Edinger commented that the Parks & Rec Commission had this item on their agenda and they approved the concept. Councilmember Evans suggested that Mac Cavasar of the Ped/Bike Committee come forward to answer additional questions.

Councilmember English asked where the space for the program will come from. Mr. Cavasar said they are looking at everything from merchant space to street corner situations or parking spaces. If there is a parking spot that needs to be taken away, they want to be able to have some communication about it. They are also looking at North Idaho College and somewhere in the vicinity of the Coeur d’Alene Resort or Chamber of Commerce, and also somewhere around City Hall, the Library, Bakery by the Lake, and also near Kootenai Health and Midtown. Mr. Cavasar noted that the college does have a bike share program, which is primarily for college students.

Councilmember Gookin asked about the bike share program in Seattle and why it wasn’t viable. Ms. Moss said the City of Seattle is doing their own program and maintenance and it has been very costly for them. Councilmember Gookin asked what is preventing Zagster from just coming in and doing the bike share and asked if it wouldn’t just be allowed by code since they are not any different from any other business.

In regard to competition to other businesses, Mr. Cavasar said that there are bike shops in the area and one of the members of the Ped/Bike Committee owns a bike shop and doesn’t feel that it would be a competition situation for them as the bike share program appeals to a different customer.

Mayor Widmyer asked Mr. Adams about the issue of exclusivity. Mr. Adams said that he is not sure that the statutes allow for the City to grant an exclusive franchise.

Mr. Greenwood said that he would like to bring the proposal back once it is packaged as there are too many unanswered questions. Mr. Cavasar noted that the company is looking to set up the program in August, but feels that it may be too late in the season and that spring would be a better time.

Councilmember Miller said that she is not in support of the proposal. She noted that she was in Boise and saw the bike share program there. She also talked with Hilary Anderson, Community Planning Director, and did some of her own research. She commented that the Seattle bike share system had a \$1.4 million dollar bailout this year and it was because nobody was riding the bikes for the reason that there was insufficient infrastructure. The company's own blog cites that small cities under 100,000 have to have an adequate bus, rail or transportation system. Forbes said that it doesn't serve the underprivileged so it is difficult to get nonprofits on board. Councilmember Miller also noted that non-car users in our area are very limited, and that the program is not totally "no cost" if city staff is working on it.

MOTION: Motion by Edinger, seconded by Evans, to direct staff to explore options for the creation of a bike share program. **Motion carried with Councilmembers Miller and Gookin voting No.**

RESOLUTION 16-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REMOVING THE TWO-DOLLAR (\$2.00) BURN PERMIT FEE FROM THE CITY'S FEE SCHEDULE AND AUTHORIZING THE FIRE DEPARTMENT TO UTILIZE THE IDAHO DEPARTMENT OF LANDS ON-LINE BURN PERMIT PROGRAM.

STAFF REPORT: Craig Etherton, Fire Inspector, requested council approval of a new Fee Schedule by City Council resolution, with the elimination of Burn Permit Fees and for council to allow the Fire Department to use the Idaho Department of Lands (IDL) on-line burn permit program. Inspector Etherton noted that the Idaho Department of Lands now has an online program for issuing yard waste and Slash burn permits. If the City were to join the online permit program, citizens would be allowed to go online from their own home or mobile device and apply for a permit. They could make this request 24/7 at their convenience. They would no longer have to drive to a fire station to obtain a permit.

Inspector Etherton said that currently the City charges \$2.00 for a 10 day yard waste burning permit. Last year they issued 154 permits for a total of \$308.00 to the General Fund. The

Fire Department does not have any internal program that is specifically funded by the revenues from burning permits.

MOTION: Motion by Evans, seconded by Edinger to approve **Resolution No. 16-020**, approving the New Fee Schedule Removing Fee for Burn Permits.

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

DISCUSSION REGARDING AMENDMENTS TO MUNICIPAL CODE CHAPTER 5.68 ENTITLED CHILDCARE FACILITIES

STAFF REPORT: Kathy Lewis, Deputy City Clerk, accompanied by Barbi Harrison, Administrator of Christ the King Child Development Center, and past President of the North Idaho Association for the Education of Young Children; Iris Siegler, Owner of Iris House, Chairman of the Childcare Commission, and Past Regional Director of the National Association of Family Childcare Providers; Samantha Tuscan, Child Care Resource Center Program Coordinator; and Annette Duerock, Registered Environmental Health Specialist, Panhandle Health, presented a request for council to direct staff to create an ordinance which would amend Municipal Code Chapter 5.68 to include the following: (1) Increase required training hours from 8 to 10 per year; (2) Require all providers to complete a full Safe Sleep Class once and follow safe sleep practices and have a Safe Sleep Policy; (3) Prohibitions on electronic nicotine delivery system or tobacco use when childcare is operating or within 25 feet of premises or within a vehicle when children are present; (4) Allow Code enforcement or other City approved inspectors to require additional heating or ventilation measures; (5) Require all providers to maintain current liability insurance in accordance with state code; and (6) Require all licensing documentation and fees to be submitted to the City by December 1 annually and provide additional penalties, including double fine for failure to submit documentation by deadline, or possible closure of facility, or revocation of license.

Councilmember Miller asked about inspections of the facilities. Ms. Lewis said that there is a state-wide remedy – anyone can call in a complaint. The complaint comes back to Ms. Lewis, and also goes to Panhandle Health if there is a health issue. Sometimes both code enforcement and the health inspector do the inspection depending on the issue.

Ms. Lewis noted that the Police Department has agreed to buy the monitors where they can measure the temperatures at the facilities.

Councilmember Miller asked about the requirement for mandatory training and if the training was available. Ms. Tuscan said that there are a lot of opportunities for training and Idaho STARS offers training on Safe Sleep online and there are also “face-to-face”

training opportunities in which a fee is charged. Scholarships are available through Idaho STARS.

Ms. Lewis also mentioned that last week 100 people attended “Safe Sleep” training sponsored by the Childcare Commission. Councilmember Evans thanked the commission for their work.

MOTION: Motion by Evans, seconded by Gookin to direct staff to draft amendments to Municipal Code Chapter 5.68 as presented. **Motion carried.**

ADJOURNMENT: Motion by Gookin, seconded by Evans, that there being no further business, this meeting adjourn. **Motion carried.**

The meeting adjourned at 8:39 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk