



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 19, 2016*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**

**GENERAL SERVICES COMMITTEE**

## Coeur d'Alene City Council Staff Report

Date: April 7, 2016  
From: Troy Tymesen, Finance Director  
Subject: Award of Contract for CDA Solid Waste and Single Stream Recycling Collection to Low Bidder

**Decision Point:** 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.

**History:** On July 1, 2000, the City entered into a multi-year Solid Waste System Participation Agreement with Kootenai County. This agreement was designed to assist the City in managing its solid waste collection and curbside single stream recycling programs and to allow the County to manage the landfill. The County then entered into the Coeur d'Alene Solid Waste Services Contract with Waste Management of Idaho. This contract was for 10 years with two options to renew for three years each. Each option was exercised and the contract between the County and Waste Management expires on June 30, 2016. The County has made it known that it does not desire to extend its agreement with Waste Management for the City's solid waste collection and curbside single stream recycling programs. Accordingly, it was necessary for the City to enter into a contract directly with a provider for its solid waste collection and curbside single stream recycling programs.

On February 16, 2016, staff's "request for release of RFPs for solid waste hauling and recycling services" came before Council. After presentation of the staff report and discussion, Council directed staff to move forward with a Request for Proposals (RFP) to seek bids from providers of solid waste collection and curbside single stream recycling, which bids were to include options for recycling with and without glass, every other week solid waste collection, the City's purchase of carts and containers, and weekly pickup of recyclables. Once bids had been obtained and analyzed, staff was to come back to Council with an analysis of costs, benefits, and impacts. Notice of the RFP was published on February 25. Proposals were due by March 24. The City received a request for modification of the Process

Schedule and the City issued a revised Process Schedule on March 3. The City provided the revised Process Schedule directly to all entities that had requested a bid packet up to that point in time, which included each entity that ultimately submitted a bid. The City also received several questions from various parties. On March 11 and March 2, the City provided answers to the questions to all entities that had requested a bid packet. The City received no objections to the RFP, the Specifications, the revised Process Schedule, or the answers to questions.

The City received three proposals by 4:30 p.m., March 24---from Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, Sunshine Disposal & Recycling, Inc., and Waste Management of Idaho, Inc. On that day and the next, the City also received public records requests from the Proponents, seeking a copy of all of the submitted bids. The bids were provided to each Proponent on March 25. Thereafter, staff began to collate and analyze the bids. On March 28, staff completed its analysis of the bids, in particular the 29 expense categories that were to be used to determine the base bid. The base bid amounts were determined to be as follows: (1) Northern State = \$196,026.07; (2) Sunshine Disposal = \$230,381.84; and (3) Waste Management = \$241,630.52. The analysis was provided to each of the Proponents on March 28, who were informed that the apparent low bid was submitted by Northern State. This same information was provided to Council, together with a link to the complete document trail on March 30. Pursuant to the RFP, staff began to work with Northern State on the details of the Contract, which was to be based on the existing contract between Kootenai County and Waste Management.

It should also be noted that no Proponent objected to the RFP process itself, the manner in which the low bidder was determined, or that Northern State was the low bidder according to the standards set out in the RFP and Addenda. The RFP stated that a proponent should “[n]otify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.” (Paragraph 2.3, p. 7).

At the Council meeting on April 5, there was discussion about the solid waste collection and curbside single stream recycling programs, and the RFP process. One question involved whether the customers in the City would see a price reduction under the low bid. Staff’s assessment is that residential prices would likely not go down. The City’s Sanitation Fund is

just barely breaking even at this time and the low bid will enable the City to forestall price increases to the City's constituents in the future.

Another question involved glass recycling. One of the purposes of the RFP was to determine the cost of recycling glass. The three Proponents offered different strategies for this problem. Waste Management and Northern State offered an add-on price for including glass in single-stream recycling, the former \$0.95 per residential customer per month, the latter \$10.00 per residential customer per month. Staff found that the cost of recycling glass can be quite expensive and much, if not all, of the glass will end up in a landfill due to the lack of viable uses for it. Sunshine Disposal and Northern State offered glass-only "drop boxes" or "depots" to be placed around the City to avoid the issues with single-stream. Glass is heavy and expensive to transport. It is also expensive to separate glass from single-stream, which drives down the price for other recyclable commodities. In fact many recycling companies are going away because of the low demand, and thus low price, for recyclables such as newspaper, aluminum, and cardboard. Other recycling companies will not accept "dirty" single-stream recycling, meaning with glass.

The City is also in the process of negotiating with the County regarding a rebate for the tonnage of recyclables taken out of the solid waste stream. Glass is one of the heaviest materials to recycle. If it is collected in single-stream recycling, but there is no market or use for it, it will end up in the landfill, which will reduce or eliminate any possible rebate. This, of course, decreases any profit margin for a hauler.

A question was raised about how the City addresses the public's desire to recycle glass. Staff is exploring with the low bidder ways of taking glass out of the solid waste stream. To avoid reducing the value of recyclable commodities in the single-stream, glass could be collected at drop boxes or depots throughout the City. However, because glass is an inert material and has little to no value presently, it will likely end up in a landfill anyway. There are simply no current viable uses for recycled glass. Recycled glass probably cannot be reused as an abrasive or refilled or repurposed as insulation. At some point in the future, there may be an economical way of recycling glass. If so, that can be a negotiated addition to the then-existing contract. Staff is also exploring the possibility of a partnership with KEA or Kootenai County to find a use for recycled glass, but the market is very small. Staff's approach to the glass recycling alternate has been to seek

creative solutions and be flexible, and each of the Proponents have indicated, through its proposals, that it shares this approach.

A further question was whether all bidders had the revised Process Schedule and the two Addenda because Waste Management did not mention the revised Process Schedule in its proposal. First, the City Clerk sent the revised Process Schedule to Waste Management and all other Proponents. Second, the revised Process Schedule was not called an "Addendum," and the RFP only requested that a proponent confirm receipt of any "Addenda." (Paragraph 3.1.A., page 13). Third, the revised Process Schedule did not change any dates that affected the presentation of the bids themselves. The deadline for questions and bid due date remained unchanged.

Negotiations with the apparent low bidder have proceeded and a face-to-face meeting was held on April 6. Northern State has agreed to provisions which assure that recycled materials will, in fact, be recycled in an appropriate manner and that it will recycle glass upon request by the City through drop boxes or depots for its costs alone. Northern State has stated that all new containers will be provided to residential and commercial customers. In every meaningful respect, Northern State has agreed to the provisions of the existing contract and additional provisions requested by the City.

**Financial Analysis:** The base bid amounts were determined from twenty-nine (29) separate expense categories contained in Form 2 of the RFP. Again, no Proponent objected to this method of determining the value of the bids either before or after the bids were opened. The bids were calculated to be: (1) Northern State = \$196,026.07; (2) Sunshine Disposal = \$230,381.84; and (3) Waste Management = \$241,630.52. Thus, the apparent low bid was \$34,355.77 per month lower than the apparent second lowest bid, and \$45,604.45 per month lower than the highest bid. This represents a savings in the first year alone of between \$412,369.24 and \$547,253.40.

**Performance Analysis:** Staff has discussed the performance of Northern State with the County and the City of Post Falls. No performance problems have been reported. Indeed, Northern State has been praised by both entities for its customer service and professionalism. Individual customers

of Northern State have come forward to voice similar sentiments. Staff is convinced that Northern State will provide high quality, timely, and professional solid waste and single-stream recycling collection to the residents and businesses of the City.

Staff is also convinced that the available options for glass recycling, to which Northern State has agreed, represent a responsible and economic response to the public's desire for glass recycling. While no viable use for recycled glass has been identified, Northern State is committed to assisting the City to divert glass from the solid waste stream at a reasonable cost, which will preserve the potential rebate from the County and be environmentally sustainable.

**Decision point:** 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.

## Addendum to Coeur d'Alene City Council Staff Report

Date: April 13, 2016  
From: Troy Tymesen, Finance Director  
Subject: Award of Contract for CDA Solid Waste and Single Stream Recycling Collection to Low Bidder

**Decision Point:** 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.

**Performance Analysis:** As a result of questions and concerns raised at the April 11, 2016, General Services meeting, Troy Tymesen, Finance Director, and Randy Adams, Deputy City Attorney, met with representatives of Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage, to discuss additions to the proposed Contract. As a result of the discussions, the following additions were made:

1. Page 7, Section 3.0 Duties of Contractor – It was clarified that the Contractor ***shall*** provide all new carts and containers by this new language: “On the start date of this Contract, Contractor shall provide new solid waste and single-stream recycling carts for all residential customers, and new containers for all commercial customers.”
2. Page 8, Section 3.4 Customer Relations – New language was added to require a response to, and require the Contractor to address, customer requests, questions and complaints within one (1) business day. This section should be read in conjunction with Section 3.4.3 on Page 10, which provides a remedy to the City if the Contractor does not handle customer complaints within one (1) working day.
3. Page 26, Section C.8 – This section was enhanced to require that equipment should be maintained and operated in accordance with industry standards and norms, in addition to all applicable local, state, and federal laws.



4. Pages 33-34, Section 3.6 – The Contractor has identified six (6) vendors of recyclable materials to which it covenants to deliver collected recyclable materials. In addition, the Contractor agreed to notify the City if it chooses to deliver recyclable materials to a vendor other than one of those specifically identified.

5. Page 34, Section 3.6 – The language was adjusted to require the Contractor to use a system of depots for glass recycling. In addition, the City was given the exclusive control over the number and location of the glass depots, which will be determined in negotiations with third parties, such as grocery stores and schools, and based on estimated use.

6. Page 35, Section 3.9 - This section was also enhanced to require that all vehicles comply with industry standards and norms, in addition to all applicable local, state, and federal laws.

7. Schedule C – The correct Schedule C has been attached.

**Decision point:** 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.

RESOLUTION NO. 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.

WHEREAS, the Finance Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Northern State PAK, LLC d/b/a Coeur d'Alene Garbage Service for Solid Waste and Single Stream Recycling Collection, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Solid Waste and Single Stream Recycling Collection with Northern State PAK, LLC d/b/a Coeur d'Alene Garbage Service, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# Coeur d'Alene

## **Solid Waste Services Contract**

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## COEUR D' ALENE SOLID WASTE SERVICES CONTRACT

This Coeur d' Alene Solid Waste Services Contract, hereinafter referred to as "Contract," is entered into this \_\_\_\_day of \_\_\_\_\_, 2016, for the mutual benefit of the respective parties hereto: the City of Coeur d'Alene, 710 E. Mullan Rd., Coeur d'Alene, ID 83814, hereinafter referred to as "City," and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, hereinafter referred to as "Contractor."

This Contract constitutes the entire and exclusive agreement between the parties with reference to the subject matter herein, and supersedes any and all prior discussions, communications, representations, understandings, negotiations, bids, proposals, or agreements. This Contract also supersedes any bid documents or other documents provided by the City to the Contractor at any time or for any reason.

This Contract is for solid waste and recycling services in the City of Coeur d' Alene and is administered by City. This Contract provides contractual terms that apply to both programs. Schedule A contains specific information for collection of solid waste. Schedule B provides specific information for the collection of curbside recyclables.

### 1.0 Definitions:

For the purpose of this agreement the following definitions shall apply:

**Anniversary:** July 1 of each year.

**City Finance:** The City of Coeur d'Alene's Finance Department.

**Commercial Account/Customer:** All improved properties utilized for other than residential use and residential property with density greater than a fourplex.

**County:** Kootenai County, a political subdivision of the State of Idaho (mailing address P.O. Box 9000, Coeur d'Alene, Idaho 83816).

**Customer:** Any person, firm, corporation or association who shall place municipal solid waste or curbside recyclables for collection by Contractor.

**Effective Date:** The effective date of this Contract, which shall be July 1, 2016.



**Expiration Date:** The anniversary date which coincides with the conclusion of the contracted time frame as set forth in Section 2.2.

**Residential Accounts/Customers:** A residential unit, including a single-family home up to and including a fourplex located within the City limits.

**Vehicle:** Any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting municipal solid waste or recycled material upon public highways or thoroughfares.

## **2.0 Contract Services**

This Contract covers the collection of all residential and commercial municipal solid wastes and recyclable materials (As defined in Section 1.0, Schedule B) collected in the residential curbside collection program. Delivery of solid wastes shall be to the County-operated solid waste transfer stations, which are located at 3650 Ramsey Road, Coeur d'Alene, Idaho, or 15580 W. Prairie Ave, Post Falls Idaho, or other transfer stations as may be designated by City from time-to-time during the term of this Contract.

All recyclable material collected pursuant to this Contract shall be collected single stream and handled as provided in paragraph 3.6 of Schedule B hereof. Monthly reports of the amount of recyclables collected shall be provided to City Finance. The division of any rebates from Kootenai County related to recyclables shall be subject to agreement of the parties hereto, which agreement shall be negotiated on an annual basis.

This Contract is separated into schedule A (Solid Waste Collection), schedule B (Coeur d' Alene Curbside Recycling Contract) and schedule C (Rate Schedule). This Contract does not include any costs or fees for the operation of County transfer stations and landfill.

## **2.1 Exclusivity**

Contractor shall be granted the sole and exclusive franchise, license, and privilege to collect all municipal solid waste within the territorial jurisdiction of City that

City can require Contractor to service, including those recyclables collected through the residential curbside collection program.

Those recyclables collected through commercial accounts, multi-family residence (greater than a fourplex), and transfer station programs are not included in Contractor's exclusivity rights.

## **2.2 Term of Contract**

The Contract shall become effective on July 1, 2016. The term of the contract shall be for ten (10) years with two options to renew for three years each (sixteen (16) years total).

## **3.0 Duties of Contractor**

Contractor shall furnish, during the period of this contract all personnel, labor, equipment, trucks and all other items necessary to provide municipal solid waste (including curbside recyclables) collection as specified in the contract and to perform all of the work called for and described in this contract. Contractor shall have the ability to furnish reserve vehicles and personnel in order to maintain service levels as defined under the terms of this contract at all times and shall demonstrate the ability to perform required service with such reserve equipment and personnel upon City's request. On the start date of this Contract, Contractor shall provide new solid waste and single-stream recycling carts for all residential customers, and new containers for all commercial customers.

**3.1 Municipal Solid Waste Procedures:** *See Schedule A*

**3.2 Curbside Recycling Procedures:** *See Schedule B*

**3.3 Employees:** All of Contractor's employees shall be selected according to standards which assure their qualifications for the tasks at hand. They shall be fit for service at all times and adequately trained and licensed as required by law to perform the duties required by this Contract. Selection and training of employees shall be

Contractor's sole responsibility. Failure to meet these applicable standards shall constitute a breach of this Contract.

**3.3.1 Fair Labor Practices:** Contractor shall guarantee fair labor and non-discrimination practices in accordance with applicable federal and state laws, and shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

**3.3.2 Supervision:** Contractor shall provide a full-time supervisor to carry out the terms, covenants, and provisions of this contract. Contractor shall see to it that its employees serve the public in a courteous, nondiscriminatory, helpful and impartial manner. All Contractor's personnel in both field and office shall refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the responsibility of Contractor. Employees shall make collection with as little noise and disturbance to the Customer as possible. No employee shall disturb or otherwise meddle with property that is not pertinent to the proper execution of his duties.

**3.4 Customer Relations:** Contractor shall provide the name and telephone number of a representative who is responsible for addressing Customer-related issues to City Finance. If the calls are being routed through a centralized call center, the name of the call center manager, with their phone number, must be provided to City Finance. It shall be the responsibility of Contractor to, within one (1) business day, courteously respond to and address all Customer (a) requests for initiation of service and changes in service levels, (b) questions concerning the operations of Contractor, and (c) complaints concerned with the operations of Contractor. Contractor shall maintain records of all Customer complaints and actions taken to resolve such complaints. Contractor shall make available copies of these records that pertain to collection of solid waste and all such records shall be open for inspection upon request of City. If Contractor was not required to address Customer inquiries/complaints pertaining to collection of solid waste during the month, Contractor will forward a report to City Finance so stating. Complaints

addressing curbside recycling issues will be handled under the provisions outlined in Schedule B.

**3.4.1 Local Office:** Contractor will maintain an office within Kootenai County with adequate facilities and staff required for responding to requests for service, questions, and complaints in a prompt, courteous manner. Contractor shall have a person designated as qualified to make operational decisions available by telephone to City. Contractor's customer service telephone number will be listed in the local telephone directory under Contractor's name. Business hours for the office shall be, at a minimum, 8:00 a.m. to 5:00 p.m. of each working day except Saturday and Sunday. When a Saturday is a working day due to Holidays or other circumstances, required business hours on that day shall be, at a minimum, 8:00 a.m. to 3:00 p.m. Contractor's local office shall maintain communication between office and vehicles at all times.

**3.4.2 Request for Services/Call Backs:** Requests for new and additional containers and special non-scheduled collection service shall be fulfilled by Contractor within one (1) working day of the time the requests are made. Whenever City or a Customer notifies Contractor of locations which have not received scheduled service, Contractor is required to service such locations before 4:00 p.m. of the same day if Contractor is notified before 10:00 a.m. When notified after 10:00 a.m., Contractor shall service such locations not later than 12:00 noon of the following work day. If a Customer requests a call back for a missed collection due to the Customer's failure to set out or assure access to their container on the regularly scheduled day for collection, Contractor shall return for a call back within one (1) working day of notification. If a Customer has repeatedly (more than two (2) times) requested a call back for a missed collection due to the Customer's failure to set out or assure access to their container on the regularly scheduled day for collection, Contractor may charge the customer a return trip fee for each call back after the second time. Contractor shall charge no more than as defined in Schedule "C" for special non-scheduled collection service and call backs.

**3.4.3 Handling of Complaints:** Contractor shall answer complaints courteously and promptly. Complaints will be handled within one (1) working day of receipt of the complaint, with records maintained for public review. If Contractor does not make correction within one (1) working day, City may render necessary service to complete the work. Contractor shall be liable for costs incurred by City to render such necessary service and all such costs may be deducted from any monies due or which may become due to Contractor. All complaints will be handled to the reasonable satisfaction of City Finance.

**3.5 Record Keeping/Reporting:** Contractor will maintain the ability to interface with City's computerized billing system. It shall be Contractor's responsibility to at all times keep City informed of the current service levels being provided to all residential and commercial accounts so that billing will accurately reflect all service being provided. Contractor shall maintain records of customers, detailing the number of garbage cans and/or containers requested, and any extra cans picked up and/or containers serviced each week. Contractor shall provide such records to City Finance for billing on a monthly basis. Contractor shall provide a daily record of all special hauls requested. This information is required for billing purposes. All records provided to City shall be in a computerized format acceptable to City Finance and compatible with City's computer driven software.

Contractor shall report the frequency of pickup, and the number and size of containers serviced, and all reported extras for all commercial accounts on a monthly basis to the County, as per County Ordinance 120, Section 12 or its successor, for purposes of County billing for disposal. Failure to report accurately and timely per County Ordinance 397, Title 4, Chapter 3, Section 14, may give City the right to void this contract.

At City's direction, Contractor shall provide to City or other designated governmental entities any and all records, route sheets and other data directly relating to Contractor's services under this Contract as may be requested. City reserves the right to conduct audits to verify the information provided. City shall maintain, and shall ensure that other

government entities that receive such records shall maintain, the confidentiality of all proprietary and confidential records of Contractor and shall not disclose such records except in accordance with any applicable state or federal public disclosure act or Court order.

**3.6 Disclosure of Operations Information and Reports:** Contractor shall provide to City all information and reports required by this Contract or by reasonable directives issued pursuant hereto, shall permit City access to its records and other sources of information, and shall provide an opportunity to inspect operations, equipment and personnel as may be necessary to ascertain compliance with this contract. Where any information required by a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to City and shall set forth what efforts it has made to obtain the information. Contractor shall not engage in a contractual relationship with a third party such that information necessary to evaluate Contractor's performance may become unavailable through such arrangement. All proprietary and confidential records, reports and information of Contractor required to be made available or provided hereunder shall be maintained in confidence and shall not be disclosed except in accordance with any applicable state or federal public disclosure act.

**3.7 Compliance with Regulations:** Contractor shall comply with all applicable federal regulations, and regulations and statutes of the State of Idaho, Kootenai County, the City of Coeur d'Alene, the Idaho Division of Environmental Quality, the Panhandle Health District, and the Idaho Department of Transportation as they now exist or may hereafter be amended. Contractor shall be responsible for all licenses and permits necessary for the transport of solid waste. Contractor shall not knowingly collect and transport to the County Transfer Stations household hazardous materials or other materials that are excluded under the definition of municipal solid waste as set forth in Section 1.0 of Schedule A to this contract. All requests for collection of unacceptable waste shall be referred to the Kootenai County Solid Waste Department.

**3.8 Responsibility of Performance:** Contractor agrees to hold City harmless from any liability to the extent such liability accrues by reason of any act or omission in the performance of this Contract on the part of Contractor, its agents, employees, assignees, or anyone subcontracting with the Contractor for the servicing under this Contract of municipal solid waste within City. Contractor shall not have any liability or responsibility for the operations of the Transfer Station or the Recycling Broker.

Contractor shall not be relieved of any obligation due to its failure to receive or examine any form or legal instrument or visit all areas of the proposed work and fully acquaint itself with the existing conditions relating to collection.

**3.8.1 Irrevocable Letter of Credit:** Contractor shall, at its own expense, furnish to City an Irrevocable Letter of Credit from a creditable financial institution acceptable to City Finance in the minimum amount of \$250,000 naming City as its beneficiary. The term of the performance bond shall become effective at time notice to proceed is given to Contractor and shall continue through the term of the contract.

**3.8.2 Liability/Insurance:** Contractor will be held responsible for any damage to publicly or privately owned facilities including, but not limited to, equipment used in the collection and storage of municipal solid waste, proximately caused by its operations. Contractor shall be responsible for the cost of repair or replacement due to any such damage. Contractor shall maintain all-risk, comprehensive, general liability insurance, employer liability insurance, property damage insurance, and automobile liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and indemnify City for all claims and/or causes of action to the extent arising out of negligent or otherwise wrongful performance of duties required by this Contract. Said insurance coverage shall be applicable to all of Contractor's activities undertaken to perform the obligations of this Contract and shall not be limited to coverage of Contractor's business premises alone. Contractor agrees to provide proof of said insurance to City Finance, showing City as an additional named-insured, and providing that its insurer shall give thirty (30) days' notice to City in the event of cancellation or significant modification of any relevant provisions of the insurance coverage required by this Contract.

Contractor shall maintain worker's compensation insurance coverage in an amount equal to at least the statutory minimum throughout the duration of the Contract.

**3.9 Cooperation:** Contractor shall cooperate with City representatives in every reasonable way to facilitate the performance of the work under this Contract. This duty shall include implementation of recommendations concerning modification of operational procedures as mutually agreed upon by Contractor and City. Contractor shall assure solid waste collection is provided weekly and recyclable collection service is provided every other week on the same collection day as solid waste collection.

#### **4.0 Duties of City**

**4.1 Municipal Solid Waste:** See Schedule A.

**4.2 Curbside Recycling:** See Schedule B.

**4.3 Payment Terms:** City shall ensure that Contractor will be paid monthly, within thirty (30) days after an invoice is received by City Finance, for the number of accounts serviced and level of service provided according to service costs defined in Schedule "C" (Schedule Rate), and for any other costs due hereunder, including cost of recycling bins as provided in Schedule B. Payments will be based on the total amount billed by service level for the applicable month(s). The actual number of each type of account will be determined from the billing records, and may vary from the estimates given in the bid. Payment to Contractor will be based on a computation of the amount due, based on the most recent records of service levels.

**4.4 Modification in Payments:** Modifications in payments per this Contract shall be made on an annual basis as follows: Contractor shall submit a request for an annual adjustment to City Finance at least thirty (30) days prior to the Contract Anniversary. Any annual contract price adjustment shall be effective on July 1 following approval and will remain in effect through June 30 of the succeeding year. The price adjustment shall



be equal to the annual percent change to the Bureau of Labor Statistics, Producer Price Index, All Commodities, Not Seasonally Adjustment, as found in the current published data found on the following website: ([www.bls.gov/ppi/home.htm](http://www.bls.gov/ppi/home.htm)). PROVIDED: the price adjustment will be not less than 1.5% or greater than 2.75%. If the annual percent change falls between 1.5% and 2.75%, the price adjustment shall be the actual percent increase. The annual percent change will be determined by comparing the most recent published 12-month period with the 12-month period preceeding that most recent period. To illustrate: If the last published index was for the period of May 2005 through April 2006, the change will be computed against the index for the period of May 2004 through April 2005.

The following formula illustrates how to calculate the annual percent change.

*Annual average of previous 12 months = X*

*Annual average of 12 months prior to previous Months = Y*

$X - Y / Y = (\text{Change}) (100) = \% \text{ Change}$

The following directions may be used to retrieve the appropriate Producer Price Index:

Go to the U.S. Bureau of Labor Statistics Producer Price Indexes Website:  
<http://www.bls.gov/ppi/home.htm>

Select "PPI Databases" on left hand set of tabs.

Under Commodity Data (Producer Price Index- PPI) select "One-screen Data Search".

Under "Step 1 select a group", select "00 All Commodities"

Under "Step 2", note that it will automatically give you all commodities when step 1 is done correctly.

"Step 3", you will have a choice of "seasonally adjusted" or "not seasonally adjusted", select "not seasonally adjusted".

"Step 4", press the "Get Data" button.

Note: The data is generated on a separate tab.

**4.4.1 Right to Reduce or Eliminate Charges:** In cases of dispute concerning service between the customer and the Contractor, elimination and/or changes in charges will be decided by hearing before the City Council. All parties to the dispute will

be given the opportunity to present their case to the Council. The Council's decision concerning the matter shall be final.

## **5.0 General Provisions**

**5.1 Transfer of Interest:** Transfer of any controlling interest in Contractor's firm must receive written approval of City Finance. However, Contractor may transfer or assign this Contract to an affiliate of Contractor without seeking or obtaining the approval of City Finance.

**5.2 Breach of Performance Sanctions:** In the event of Contractor's failure to comply with any provisions of the Contract ("default") and failure to cure such default after receipt of written notice from City, City may impose sanctions as appropriate, including, but not limited to, the following actions: a) City may cause performance to be undertaken by another entity, charging Contractor for the additional costs incurred to obtain performance. Should Contractor be unable to provide adequate equipment and/or manpower in sufficient numbers to maintain scheduled collections, City may enter into agreement with others for the work or to use such other methods required for prosecution of the work in an acceptable manner, including operation of Contractor's vehicles and equipment, and use of Contractor's containers, by City or other personnel, until such time as City arranges for service to be otherwise provided, or until such time as Contractor cures its default and resumes performance. City shall pay Contractor a fair market rental value for all vehicles and equipment used by City or other personnel and City shall indemnify, defend and hold harmless Contractor for all costs, damages and liability caused by or arising from the use of Contractor's vehicles or equipment under this paragraph. For all costs, charges and damages incurred by City in accordance with the foregoing paragraph, together with the cost of completing the work, Contractor and his surety shall be liable and all such costs may be deducted from any monies due or which may become due Contractor. b) City may serve written Notice of Default in accordance with Section 5.2.1 and if Contractor does not correct said default within the time provided under Section 5.2.1, the City may, as the interests of the City

dictate: 1) cancel, suspend, or terminate this Contract and declare this Contract null and void; or 2) require forfeiture of all or a portion of the performance bond that is a part of this Contract; or 3) retain as liquidated damages any sums due Contractor from the date of mailing or delivery of the notice; or 4) take any and all other remedies which may be open to it in law or equity.

**5.2.1 Notification Procedure:** Should Contractor fail to perform any of the duties imposed upon it hereby, except failure caused by Acts of God or other force majeure type events beyond Contractor's reasonable control, City may notify Contractor in writing of such failure, detailing the nature thereof. Before declaring such default, City shall notify Contractor in writing of the particulars in which City deems Contractor to be in default and Contractor shall have sixty (60) days from the time of such notice, addressed to Contractor at Northern State PAK, LLC, dba Coeur d'Alene Garbage Service, P.O. Box 3010, Post Falls, ID 83877, deposited in the United States Mail with proper postage affixed, certified or registered mail, return receipt requested to remedy the default. Service of the default notice may also be made by personally delivering the written notice to the office maintained by Contractor. Delivery to Contractor's office will be deemed complete by leaving a copy of the notice with the person in charge thereof or, if there is no one in charge, by leaving it in a conspicuous place therein or thereupon. Service by mail is complete upon the date of return receipt.

**5.3 Strict Conformation:** All provisions of this Contract shall be strictly conformed to by Contractor. No amendment shall be construed to release either party from any obligation of the Contract except as specifically provided for in such amendment. All amendments shall be in writing, signed by both parties thereto.

**5.4 Status as Independent Contractor:** Contractor agrees that it will perform the services required herein as an independent contractor and that at all times it shall be solely responsible for all expenses associated with provision of the services contracted for herein. Contractor is engaged hereby solely as an independent contractor and will be so deemed for purposes of the following: a) Contractor will solely be responsible for

payment of any federal or state taxes required as a result of this Contract or as a result of services performed under the terms of this Contract or any related agreements with others. b) This Contract is not intended to entitle Contractor to any benefits granted to any employees of City. c) Contractor is an independent contractor for purposes of worker's compensation laws and is solely liable for any worker's compensation coverage under this Contract. d) Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.

**5.5 Choice of Law and Jurisdiction:** This Contract shall be governed by and interpreted in accord with the laws of the State of Idaho. Jurisdiction for resolution of disputes arising from performance of this Contract shall rest with the courts of the State of Idaho. Venue shall lie in Kootenai County.

**5.6 Costs and Attorney's Fees:** Should legal action be necessary to enforce the terms of this Contract, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

**5.7 Termination:** City reserves the right to cancel this Contract due to failure of performance with thirty (30) days' written notice pursuant to the procedures outlined in paragraph 5.2.1. This Contract may be terminated by non-renewal at the conclusion of the one-hundred and twenty (120) month term provided for herein, or during any succeeding month after the initial contract period, in either party's sole discretion or by mutual agreement.

**5.8 Direction of Performance:** The parties agree to use their best efforts and diligence in mutual good faith to promote the best interests of City. City will provide general guidance concerning performance of the duties called for in this Contract to the extent consistent with Contractor's status as an independent contractor. Contractor shall be exclusively responsible for management of its employees and equipment in performance of the terms of this Contract. City reserves the right, in its sole judgment, to

require increases or decreases in the level of service called for, with the obligation for compensation to Contractor adjusted accordingly.

**5.9 Severability:** In the event that any provision or portion thereof of this Contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Contract shall not affect the validity or enforceability of any other provision or portion of the Contract.

City reserves the right to re-negotiate terms of this Contract in part or total should new technologies or economies indicate that it is City's best interests to do so.

CITY OF COEUR D'ALENE

\_\_\_\_\_  
Steve Widmyer, Mayor

Attest:

\_\_\_\_\_  
Clerk

NORTHERN STATE PAK, LLC

\_\_\_\_\_  
Authorized Representative

Attest:

\_\_\_\_\_  
Secretary

SCHEDULE A  
SOLID WASTE COLLECTIONS

**A. Definitions**

For the purpose of this agreement the following definitions shall apply:

**Bulky Waste:** Items whose large size precludes or complicates their handling by normal methods of residential collection. Includes large discarded materials such as appliances, furniture, junked automobile parts, diseased trees, large branches, stumps, etc.

**Cart:** 96 gallon, 64 gallon and 35 gallon wheeled containers with lids, provided to customer by Contractor for a fee established in Schedule C of the Contract.

**City:** The City of Coeur d'Alene.

**City Finance:** The City of Coeur d'Alene's Finance Department.

**Commercial Account/Customer:** All improved properties utilized for other than residential use and residential property with density greater than a fourplex.

**Compactor:** Means any detachable container capable of compacting (1.5 to 40 yards in capacity), employed in a systems of materials handling in which municipal solid waste is compacted through self-contained means.

**Containers:** Means garbage cans, totes, drop boxes, roll-offs, compactors and other acceptable means of temporarily storing municipal solid waste for collection and transport as defined in the contract.

**Contractor:** Means any person, partnership, company, corporation, or any other entity contracting to provide collection of municipal solid waste under the terms of this contract.

**Extras:** For purposes of Residential Rates for service, waste that does not fully fit within the cart; PROVIDED, waste shall be deemed to "fully fit within the cart" if there is no more than a three (3) inch gap between the bottom of the lid and the top edge of the cart.

**Garbage Can:** Means a can made of durable, corrosion resistant, nonabsorbent material that is watertight, with a close fitting cover, rodent and fly proof, durable and leak proof, and made of a suitable gauge and construction to insure durability with suitable handles on can and lid and of a capacity of up to 33 gallons.

**Municipal Solid Waste:** Matter or substances in solid form produced through typical residential, commercial, or institutional activity, and intended to be discarded by their owner or possessor, and acceptable for processing through the Kootenai County solid waste disposal system.

Included in said definition are household waste, domestic waste, food wastes, yard wastes, containers and packaging, manageable durable consumer goods, non-durable consumer goods, construction wastes, demolition debris, and miscellaneous organic and inorganic wastes.

Excluded from this definition, are household hazardous wastes, industrial wastes, agricultural waste, untreated or treated sewage sludge, commercial hazardous wastes, commercial and industrial non-hazardous process wastes, complete or large parts of auto or truck bodies, incinerator residue, sludge, liquid wastes, explosives, radio-active waste and other problem or dangerous wastes as such are designated by applicable laws.

**Residential Accounts/Customers:** This Contract defines a residential unit as a single-family home up to and including fourplex located within the City limits.

**Roll-Off Containers (also called “Drop Boxes”):** Means any detachable container employed in a system of materials handling in which the loaded container is pulled onto the service vehicle mechanically and transported to an approved site for emptying.

**Vehicle:** Means any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting municipal solid waste upon public highways or thoroughfares.

**B. Contract Services:** See Section 2.0 of Base Contract.

**C. Duties of Contractor:** See Base Contract.

**C.1 Request for Services:** Upon initiation of the Contract, Contractor shall provide City Finance with service logs identifying types and levels of service for all customers in the service area. Contractor will forward all changes to routing and level of service to the City Finance. Contractor shall be responsible for receiving customer requests for changes in service and shall respond to all such requests within one (1) working day of the time the requests are made. Roll-off container services scheduled before 10:00 a.m., will be serviced by 4:00 p.m. the same day. Exceptions will be made when the schedule for the day is completely full by 10:00 a.m., in which case service will be scheduled prior to 12:00 noon on the following workday.

**C.2 Routing Procedure:** Routing of collections shall be through use of streets or alleys under this Contract. As a general rule, all service shall be provided through use of

alleys unless the alley does not have through access. It is the responsibility of Contractor to confirm the routing schedule to assure changes in service locations and times do not occur.

Upon request, Contractor shall furnish a map outlining the service areas and collection days. Contractor shall not give less than twenty (20) working days' notice to City of any proposed change in the boundary of any route or time of collection. Any change in the day of collection, route or route schedule must receive prior approval by City. Contractor shall inform all customers affected by changes in routing through tagging of cans flyers or other appropriate means during the last two weekly routes (fourteen days and seven days) before the change occurs.

If during the duration of this contract, the incorporated area of City is expanded through annexation, City reserves the right, upon twenty (20) working days written notice to Contractor, to order Contractor to make all collections in such annexed area in accordance with all provisions of this contract.

**C.2.1 Frequency of Collection:** Municipal Solid waste accumulated at residences and at the premises of commercial business places shall be collected at least once each week on the same days each week, or as required by health authorities. Wastes that do not present a health hazard, such as demolition and construction wastes, need not be collected at frequencies as defined above and may be collected on an on call basis.

If residential or commercial users desire a greater frequency of collection, such residential or commercial customers are entitled to a higher level of service and may be required to pay such additional fees as defined in Schedule C, attached hereto and by this reference incorporated herein.

**C.2.2 Service Days:** Service days will be the same for residential customers under this contract as they existed on June 30, 2016, if City provides Contractor current route sheets. If a need arises to change service days in the future, Contractor will obtain prior City approval. Contractor will be required to notify customers of route/day changes



approved by City. Contractor shall not collect municipal solid waste earlier than 6:00 a.m.

**C.2.3 Holidays:** The following shall be holidays for the purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Contractor is required to observe the above-listed holidays as non-collection days when the holiday is observed on a weekday. When a holiday is observed on a scheduled collection day, that day's collection shall be collected on the following day, shifting the schedule of collection for all remaining days of the week forward one day as well. Saturday, the rescheduled day during which collection would not normally occur, shall be considered a working day.

**C.2.4 Interruption of Service:** When roadways providing access are closed, or other disruptions beyond Contractor's control prevents collection on the scheduled day, Contractor shall make collection on the earliest succeeding workday when collection becomes possible. If such conditions continue for an entire collection cycle, or more, Contractor shall subsequently collect all the solid waste amassed for collection as soon as possible. When scheduled collection service is resumed Contractor shall collect all bags, boxes and disposable temporary containers that customers have used when the regular cans and containers have been filled.

For other than the reasons noted in the immediately preceding paragraph, if through the Contractor's fault it fails to collect a customer's solid waste during a regular collection, City, at its option may:

1. Require Contractor to make a special make-up collection within one (1) working day after an oral make-up order is given; that collection shall include excess municipal solid waste accumulated during the interval between the scheduled collection day and the special collection; or
2. Authorize Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge and to accommodate such a disposal, allow the customer to use bags or temporary containers; or

3. Authorize Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer and a proportionate reduction in the amount payable to Contractor consistent with Schedule C; or

4. Take any combination of the actions specified in subparagraphs 1, 2, or 3 above.

**C.3 Collection Procedure:** Contractor and City shall agree to such pre-collection practices as are reasonably necessary for the collection of municipal solid waste.

Contractor shall provide service in a manner which is convenient, safe and free of nuisance. Contractor shall not trespass on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots or other areas unnecessarily or overnight; shall perform collection services as quietly as possible; and shall perform service using procedures and equipment which maximize efficiency and safety to the public.

Contractor and its employees shall handle all containers with reasonable care to avoid damage, and shall immediately clean up and dispose of any spilled contents. All containers shall be replaced upright where found, or in a safer location, with lids closed. Containers shall not be placed or thrown on streets, alleys, highways, or on adjoining property. Contractor shall not permit containers to be thrown from the truck to the pavement or parkway nor in any way permit damage to occur by rough or improper handling thereof. Contractor shall be responsible for replacing any containers damaged as a result of Contractor's negligence.

**C.3.1 Littering:** No roadside littering from vehicles or from loading practices during collection or during transport will be allowed. Public space, private ground, public streets, alleys, or ways about the containers and the collection truck shall be left free from solid waste spilled during collection. Contractor shall be responsible for removal of such spillage.

Contractor shall clean up any excess spillage on the immediate premises of the container and may charge the customer for such cleanup if spillage is excessive and is the responsibility of the customer.

**C.4 Residential Collection:** Contractor shall collect all municipal solid waste, placed or deposited for collection by residential customers along curbsides or alleyways in an acceptable container or packaging and on the appropriate day and time for collection according to the routing logs submitted to City. Contractor is not responsible for the collection of, and has the authority not to collect, potentially hazardous waste. Acceptable containers and packaging include:

- a) Garbage cans. Used solely for the purpose of collecting extras.
- b) Carts as provided by or approved by Contractor.
- c) Disposable (non-returnable) paper sacks up to 33 gallons in capacity, which shall be fifty (50) pound wet-strength extensible kraft paper, for non-putrescible materials.
- d) Disposable (non-returnable) plastic bags up to 33 gallons in capacity, which may be manufactured from polyethylene copolymer resin with gauge of not less than one and five-tenths (1.5) mils, for non-putrescible materials.
- e) Tree trimmings, hedge clippings, and similar materials cut to a length not to exceed four (4) feet and securely tied in bundles not more than two (2) feet in diameter, unless prohibited by future ordinance.
- f) Grass clippings, leaves and garden debris, except sod dirt and rocks, that are placed in plastic bags or other similar covered and tied containers, unless prohibited by future ordinance.

**C.4.1 Cart Service:** Cart service will be provided to all customers. The customer will have a choice of selecting from three cart sizes; 96 gallon, 64 gallon or 35 gallon. Carts will be provided to customers at no cost and will be repaired or replaced if damaged under normal use. Monthly and additional fees shall be as defined in Schedule "C".

**C.4.2 Defective Containers:** Contractor will not be required to empty user owned garbage cans with deteriorated bottoms, sharp edges, or those worn out to the extent that they no longer meet sanitary and safety requirements. Contractor shall tag such cans for two consecutive weeks and thereafter not service waste in the defective cans.

**C.5 Commercial Collection:** At premises wherein large accumulations of municipal solid waste occurs, the resident or owner of such premises may place containers that meet the specifications of this Contract and Contractor. Said containers may be provided either by such person or Contractor. All drop boxes, roll offs and/or compactors shall be watertight, cleaned as needed, kept covered at all times, and so constructed as to have lids or covers easily managed and operated. All drop boxes, roll-offs and/or compactors shall be placed for collection outside of buildings and shall be accessible from the side of the street or alley from which collection is made.

**C.5.1 Commercial Containers:** Contractor shall provide containers to commercial customers at Contractor's expense. Containers provided by Contractor must be compatible with the City's billing system and of a City approved design. The sizes set forth in Schedule "C" are compatible and Contractor will be paid as set forth in Schedule "C". If a service level or special collection as hereinafter set forth is implemented which does not appear in Schedule "C", City will fix the applicable rate to be comparable to the rates established on Schedule "C".

Containers for commercial accounts as specified in Schedule "C" may be either one to eight yard containers, roll-offs or compactors. One to eight yard containers and roll-off containers are to be owned and supplied and paid for by Contractor. Customer may provide the container if it is serviceable through use of Contractor's equipment. The customer will be responsible for maintenance and replacement of these customer-provided containers unless damage or loss is due to Contractor's negligence. Contractor will clean containers for a specified cleaning fee as defined in Schedule "C".

All containers shall be equipped with close fitting covers, securely tied, or otherwise closed to prevent the contents from being blown by the wind or otherwise littered.

Contractor shall have the ability to pickup, transport and deliver municipal solid waste deposited in all customer owned compactors that currently exist in the service area covered under the contract. Cost of servicing existing and future compactors shall be as defined in Schedule "C". Customer-owned containers must be maintained by the customer. Contractor may refuse service to customer owned containers if they are not safe and in good condition or are incompatible with Contractor's collection equipment.

**C.6 Collection for City of Coeur d'Alene:** Contractor shall not charge the City of Coeur d'Alene for the collection of municipal solid waste generated through normal activities at City Parks, McEuen Field, Memorial Field, Cemetery, City owned Fire Stations, Sherman Avenue Cans, Jewett House, City Hall, Coeur d'Alene Police and Street Departments, Harbor Center, or the Library.

**C.7 Disposal:** All solid waste shall be transported to the County operated transfer stations at 3650 Ramsey Road, Coeur d'Alene, or 15580 W. Prairie Ave, Post Falls. Contractor will follow County procedures and regulations in delivering and offloading municipal solid waste at the County site. Contractor shall not be charged County disposal fees for the disposal of municipal solid waste. If Contractor is charged for disposal of municipal solid waste in the future, compensation for services provided under this Contract shall be renegotiated.

**C.8 Vehicles/Equipment:** Contractor will furnish, during the period of this contract, a sufficient number of radio or cellphone equipped vehicles, and equipment to collect and dispose of all municipal solid waste generated in the municipal boundaries of City. All vehicles shall comply with all applicable local codes, state laws and federal requirements. Said equipment shall be maintained and operated in a clean and sanitary condition, in safe working condition, and in accordance with industry standards and norms at the sole expense of Contractor. Vehicles and equipment may be inspected and approved by City according to standards of Idaho Department of Transportation and this Contract prior to the initiation of the Contract and at any time during the performance of this Contract.

**C.8.1 Design:** Contractor shall furnish vehicles especially designed for the collection and hauling of municipal solid waste. All vehicles and/or equipment used for the collection of municipal solid waste shall be closed and watertight, front, rear, or side-loading, commonly known as packers or specially designed for the servicing of roll-offs and/or compactors. The equipment shall be clean, uniformly painted, marked and identified, and equipped with warning devices subject to review and approval by City. All vehicles will be licensed, lighted and safety inspected for highway operations.

**SCHEDULE B  
COEUR D'ALENE CURBSIDE RECYCLING CONTRACT**

**1. Definitions**

For the purpose of this contract the following definitions shall apply:

**Extras:** For purposes of Residential Rates for service, recyclables that do not fully fit within the cart; PROVIDED, recyclables shall be deemed to “fully fit within the cart” if there is no more than a three (3) inch gap between the bottom of the lid and the top edge of the cart.

**Material Recovery Facility (MRF):** Is a facility designed to separate co-mingled recyclables for market.

**Residential Accounts/Customer:** This Amended and Restated Contract defines a residential unit as a single-family home up to and including fourplex located within its City limits.

**Single Stream Recycling:** Is a system of curbside recycling that allows for the co-mingling of recyclable materials at the residence or business to be separated later at a Material Recovery Facility (MRF).

**Recyclable Materials:** The following materials will be collected by Contractor in Single Stream fashion as part of City’s Curbside Recycling Program. Contractor (to the extent which is reasonable for collection vehicle being used) will use reasonable efforts to assure the Single Stream Recyclable Materials do not contain excessive contamination consistent with industry norms and within acceptable limits of moderate, seasonal moisture.

- Newspaper
- Office Paper
- Magazines / Catalogs
- Junk Mail
- Cereal Boxes
- Paper Cartons
- Telephone Books
- Paper Bags
- Cardboard Boxes – “any size”
- Aluminum Cans – Foil – Food trays
- Steel / Tin cans
- Plastic Milk jugs

- Plastic Beverage Containers
- Plastic Jars and Tubs
- Plastic Trays, Cups and Containers
- Plastic Plant Pots
- Plastic Pill containers over 4 ounces
- 

**Other:** The parties hereto may, by written contract, alter the definition of recyclable materials, by expanding or deleting the type of materials included therein, for the purpose of residential recycling collection service.

**Recycling Carts:** 64-gallon carts utilized for collection of recyclable materials from residential customers existing in or around July 1, 2016.

**Vehicle:** Any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting recyclable materials upon public highways or thoroughfares.

**2. Contract Services:** See Section 2.0 of Base Contract.

### **3. Duties of Contractor**

**3.1. Recycling Bin Specifications:** Blue, 64-gallon Recycling carts, to be furnished by Contractor on or around July 1, 2016, shall be plastic made of 15% post-consumer recycled resin, which are clearly identified as a Single Stream recycling cart.

**3.2. Distribution of Recycling Bins:** Contractor will maintain blue 64-gallon recycling carts for distribution to all customers and replacement of lost or damaged carts. Contractor will make available additional recycling carts. All recycling carts distributed by Contractor shall remain the property of Contractor. Recycling carts are to remain at the residence to which they were originally delivered. Contractor shall establish policies and receive payment, upon City approval (which shall not be unreasonably withheld), for distributing carts to new customers and replacing lost, damaged or stolen recycling carts as requested by the Customer. Contractor shall be responsible for distribution and retrieval of all carts. Contractor shall maintain an extra



number of carts sufficient to meet needs as determined by historical trends. Contractor will stockpile additional carts as necessary to meet growth and new development.

**3.3. Collection Procedures:** Contractor shall collect recyclable materials placed by customer in a blue 64-gallon recycling cart at the same location as municipal solid waste collection service, whether it is curbside or alley. Contractor shall leave materials that are unacceptable for recycling in the recycling cart in an orderly and secure manner. Contractor shall leave a Courtesy Request Card on the cart explaining why the material was rejected. Contractor shall provide carbon copies of all Courtesy Request Card left on customer's cart to City's Recycling Coordinator on a monthly basis. City will work with Contractor to develop a Courtesy Request Card that properly identifies deficiencies. If the entire recycling cart is contaminated and Contractor must leave cart unemptied, in addition to leaving a Courtesy Request Card, Contractor shall attempt to call customer to explain why the recycling cart was left and how to correctly prepare recyclables for their next regular scheduled pick up. Contractor shall perform pre-collection and collection practices as are reasonably necessary and conform to accepted business practice.

All recyclable materials shall be collected at the curb and deposited into the collection vehicle.

**3.3.1. Service Standards:** Contractor shall offer, upon request from a commercial account customer, subscription-recycling service to multi-family, commercial and industrial customers. Contractor and multifamily, commercial or industrial customer shall negotiate and determine the type, level and frequency of service requested.

Contractor shall determine the service fee and bill the multi family, commercial or industrial customer directly for the negotiated recycling service fee.

Contractor shall provide service in a manner that is convenient, safe and free of nuisance. Contractor shall not trespass on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots or other areas unnecessarily or overnight; shall perform collection services as quietly as possible using procedures and equipment

which maximize efficiency and safety to the public in conformity to accepted business practices.

Contractor and its employees shall handle all recycling carts with reasonable care to avoid damage. All containers shall be replaced upright where found, or in a safer location. Recycling carts shall not be placed or thrown on streets, alleys, highways, or on adjoining property. Contractor shall not permit recycling carts to be thrown from the truck to the pavement or parkway nor in any way permit damage to occur by rough or improper handling thereof. Contractor shall be responsible for immediate replacement of any recycling carts damaged as a result of Contractor's negligence.

**3.3.2. Littering:** Contractor understands littering is a violation of Idaho Code and City Ordinances, subject to misdemeanor penalties; therefore, no roadside littering from vehicles or from loading practices during collection or during transport will be allowed. Public space, private ground, public streets, alleys, or ways about the recycling carts and the collection truck shall be left free from materials spilled during collection. Contractor shall be responsible for removal and/or proper handling of such spillage.

**3.4. Routing Procedure:** Collection of recyclable materials shall be provided on an every other week basis which coincides with the customer's solid waste collection service day. Routing of collections shall be through use of streets or alleys under this contract as solid waste collection service is provided. Contractor shall notify City twenty (20) working days prior to any changes in routing or service days and shall notify customers by mailings and/or drop-off flyers or other appropriate means of additions/changes in service schedules. Contractor shall not collect recyclable materials earlier than 6:00 a.m.

**3.4.1. Annexations:** If during the duration of this contract, the incorporated area of the City of Coeur d'Alene is expanded through annexation, City reserves the right, upon twenty (20) working days written notice to Contractor, to order Contractor to make all collections in such annexed area in accordance with all provisions of this contract.

Contractor in conjunction with City will notify any households within the annexed area of collection services for solid waste and recyclables.

**3.4.2. Holidays:** The following shall be holidays for the purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Contractor is required to observe the above listed holidays as non-collection days when the holiday is observed on a weekday. Holidays occurring on Saturday or Sunday will not alter the normal collection schedule. When a holiday is observed on a scheduled collection day, that day's collection shall be collected on the following day, shifting the schedule of collection for all remaining days of the week forward one day as well. Saturday, the rescheduled day during which collection would not normally occur, shall be considered a working day.

**3.4.3. Scheduling:** Contractor shall schedule every other week recycling collections to coincide with that of residential weekly garbage service. Routing will be performed to avoid conflict with other collection vehicles.

**3.4.4. Interruption of Service:** Whenever City or a customer notifies Contractor of locations that have not received scheduled service, Contractor is required to service such locations before 4:00 p.m. of the same day if Contractor is notified before 10:00 a.m. When notified after 10:00 a.m., Contractor shall service such locations no later than 12:00 noon of the following work day.

When roadways providing access are closed, or other disruptions beyond Contractor's control prevents collection on the scheduled day, Contractor shall make collection on the earliest succeeding workday when collection becomes possible. If such conditions continue for an entire collection cycle, or more, Contractor shall subsequently collect all the recyclable materials amassed for collection as soon as possible. When scheduled collection service is resumed, Contractor shall leave in a secure manner all temporary containers that customers have used when the regular recycling carts have been filled.

For other than the reasons noted in the immediately preceding paragraph, if through Contractor's fault it fails to collect a customer's curbside recyclables during a regular collection, City, at its option may:

1. Require Contractor to make a special make-up collection within one (1) working day after an oral make-up order is given; which collection shall include excess recyclables accumulated during the interval between the scheduled collection day and the special collection; or
2. Authorize Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge and to accommodate such a collection, allow the customer to use bags or temporary containers; or
3. Authorize Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer and a proportionate reduction in the amount payable to Contractor consistent with Schedule "C" or
4. Take any combination of the actions specified in subparagraphs 1, 2, or 3 above.

**3.5. Ownership of Recyclables:** Ownership of recyclable material remains with the person or household from which the materials originated until placed for collection by Contractor. Upon removal by Contractor from a designated collection point, rights to exclusive possession of properly prepared and stored recyclable materials shall be vested in Contractor. Materials not cleaned according to City specifications shall remain the property of the individuals or household from which the materials originated.

**3.6. Delivery of Recyclables:** Contractor shall collect all recyclable material, except glass, single-stream pursuant to this Contract. Contractor shall use its best reasonable efforts to deliver the recyclable material, except glass, to a vendor of Contractor's choice that recycles the allowed materials or, in the alternative, Contractor may act as its own broker/vendor for the recyclable material. Contractor shall use one or more of the following vendors for recyclable materials, but may use additional vendors upon notice to City Finance: **Bluebird Recycling, Coeur d'Alene, Idaho; Recology, Seattle, Washington; JMK Fibers, Seattle, Washington; SMaRT Recycling Center,**

**Spokane, Washington; Basin Disposal (Basin Recycling), Pasco, Washington; Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage.** Except when circumstances beyond Contractor's control prevent compliance, it shall be a violation of this Contract to transfer to a third party or to deposit any recyclable material with other waste or for a purpose other than recycling. Contractor shall use a system of "depots" for the purpose of allowing the community to deposit glass at locations to be determined by City. Contractor shall monitor the depot locations and, when necessary, shall remove the glass to an appropriate facility, using its best efforts to recycle the glass if economically feasible. The cost to the City for this glass recycling program shall be no more than Contractor's actual expenses for the program.

**3.7. Customer Relations:** Contractor shall, as acceptable to City, establish procedures and requirements for customers to follow regarding customer's participation in the curbside recycling program and establish a response guide (informational brochure) if procedures are not followed.

City and Contractor will work together in developing and distributing materials necessary for advertising, promoting and educating the customers for any modifications, adjustments or changes in the residential curbside recycling program.

City shall take recycling related phone calls and will have either the ability to direct the caller to the appropriate office for inquiries or provide pertinent information regarding recycling programs. Contractor shall also maintain the ability to handle inquiries from customers in a timely fashion regarding instructions, procedures, collections and other issues related to the curbside recycling program. Contractor shall inform customers of the types of materials to be collected and shall specify the condition in which the material will be collected.

Contractor shall appoint a representative who shall be responsible for Contractor's public informational efforts concerning curbside recycling. This representative shall be available to coordinate public informational efforts with City's recycling coordinator, on an ongoing basis.

**3.7.1. Promotion of Contractor:** Subject to the approval of City, Contractor may promote its company in any materials it produces or distributes to participants in the recycling program. Contractor may use materials; data, photographs or other documentation regarding the recycling program in the promotion of its own services, both within and outside City.

**3.8. Reporting/Record Keeping:** Contractor shall collect and maintain route data on the number of households participating in the curbside recycling program, the weight of the separate recyclable materials collected and any other data directly related to Contractor's collection of curbside recyclable materials as reasonably required by City. Contractor shall submit the data on forms described in figure 1, Curbside Recycling Report, to City on or before the 15th day of the month following the month for which the report is submitted.

At City's discretion, Contractor shall provide to City or other governmental entities any and all records, route sheets and other data directly related to Contractor's collection of recyclable materials as may be reasonably requested, subject to the confidentiality obligations set forth in the main contract.

It shall be Contractor's responsibility to at all times keep City informed of when Contractor has provided recycling carts to customers upon customer's special request. It is recognized that in some circumstances that a 96-gallon cart may have to be used instead of the standard 64-gallon cart. The date of delivery, customer's name and address, and date of request shall be provided so that billing can accurately reflect all services provided.

**3.9. Vehicles/Equipment:** Contractor will furnish, during the period of this contract, a sufficient number of vehicles equipped with a communication capability, and equipment to collect, transport all recyclable materials generated through the curbside recycling program according to the requirements of this Contract. All vehicles shall comply with all applicable local codes, state laws and federal requirements, as well as all applicable industry standards and norms. Vehicles and equipment shall be inspected and

approved by City prior to the initiation of Contract and at any time during the performance of this Contract.

**3.9.1. Design:** Contractor shall furnish vehicles especially designed for the collection, hauling and delivery of recyclable materials. All vehicles and/or equipment used for the collection of recyclable materials shall be closed and watertight. The equipment shall be clean, uniformly painted, marked and identified, and equipped with warning devices subject to review and approval by City. All vehicles will be licensed, lighted and safety inspected for highway operations.

**3.9.2. Maintenance:** Contractor shall maintain garaging and maintenance facilities for all vehicles and equipment in a condition and at a location acceptable to City insofar as zoning, traffic, truck parking and nuisance considerations are concerned.

Contractor shall maintain and operate all vehicles and equipment in a serviceable, safe, clean, and sanitary condition, and in an orderly and presentable fashion. Contractor will keep its trucks and equipment in good appearance. City may require that trucks and equipment be kept cleaned and/or painted at Contractor's expense as may be reasonably necessary.

**3.10. Disclosure of Operations Information and Reports:** Records shall be kept on all complaints and resolution thereof and copies of said complaints and resolutions shall be provided to City's Recycling Coordinator on a monthly basis.

**3.11. Cooperation:** See Base Contract.

#### **4. Duties of City**

**4.1 Billing:** City will bill customer for recycling carts as provided by Contractor due to special requests by the customer under terms of this Contract. Billing shall be shall be based on records provided to City.

**4.2 Payment Terms/Adjustments:** See Base Contract.

**5. General Provisions:** See Base Contract.



**Schedule C  
Rate Sheet for Coeur d' Alene**

Effective Rates July 1, 2016

| <b>COMMERCIAL</b>            | <b>CDA Garbage</b> |
|------------------------------|--------------------|
| DELIVERY CHARGE / CONTAINER  | \$ 35.00           |
| DELIVERY CHARGE / ROLL OFF   | \$ 60.00           |
| MAKE CONTAINER LOCKABLE      | \$ 30.00           |
| LOCK CHARGE                  | \$ 15.00           |
| SPECIAL PICKUP / RETURN FEE  | \$ 35.00           |
| TIME CHARGE / PER MINUTE     | \$ 2.00            |
| EXTRA - Bag, Box, Can        | \$ 1.50            |
| CURB SERVICE = 32 gallon can | \$ 6.00            |
| RECYCLING BIN CHARGE         | \$ 9.00            |
| CART SERVICE - 35gallon      | \$ 6.00            |
| CART SERVICE - 64gallon      | \$ 10.00           |
| CART SERVICE - 96gallon      | \$ 17.00           |
| ADDITIONAL CART SERVICE      | \$ 5.00            |
| CART RENTAL                  | \$ 2.50            |
| RETURN TRIP - CONTAINER      | \$ 36.00           |
| RETURN TRIP - ROLL OFF       | \$ 60.00           |
| FIGHTING CREEK TRIP CHARGE   | \$ 225.00          |
| Extra yardage per yard       | \$ 6.50            |

| <b>PERMANENT SERVICE MONTHLY</b> | <b>CDA Garbage</b> |
|----------------------------------|--------------------|
| PERM 1 YD                        | \$ 15.04           |
| PERM 1.5 YD                      | \$ 21.34           |
| PERM 2 YD                        | \$ 26.05           |
| PERM 3 YD                        | \$ 38.76           |
| PERM 4 YD                        | \$ 46.74           |
| PERM 6 YD                        | \$ 61.43           |
| PERM 8 YD                        | \$ 80.14           |
| PERM 15 YD                       | \$ 289.43          |
| PERM 20 YD                       | \$ 289.43          |
| PERM 25 YD                       | \$ 363.24          |
| PERM 30 YD                       | \$ 425.65          |

| <b>EXTRA PICK UP</b> | <b>CDA Garbage</b> |
|----------------------|--------------------|
| EXTRA PICK UP 1 YD   | \$ 6.00            |
| EXTRA PICK UP 1.5 YD | \$ 8.00            |
| EXTRA PICK UP 2 YD   | \$ 10.50           |
| EXTRA PICK UP 3 YD   | \$ 16.00           |
| EXTRA PICK UP 4 YD   | \$ 20.00           |
| EXTRA PICK UP 6 YD   | \$ 26.00           |
| EXTRA PICK UP 8 YD   | \$ 40.00           |
| EXTRA PICK UP 15 YD  | \$ 150.00          |
| EXTRA PICK UP 20 YD  | \$ 150.00          |
| EXTRA PICK UP 25 YD  | \$ 150.00          |
| EXTRA PICK UP 30 YD  | \$ 150.00          |

| <b>EXTRA SERVICE</b> | <b>CDA Garbage</b> |
|----------------------|--------------------|
| EXTRA SERVICE 1 YD   | \$ 30.82           |
| EXTRA SERVICE 1.5 YD | \$ 32.71           |
| EXTRA SERVICE 2 YD   | \$ 34.09           |
| EXTRA SERVICE 3 YD   | \$ 37.90           |
| EXTRA SERVICE 4 YD   | \$ 40.15           |
| EXTRA SERVICE 6 YD   | \$ 44.56           |
| EXTRA SERVICE 8 YD   | \$ 50.38           |

| <b>TEMPORARY SERVICE FOR CURRENT COM. CUSTOMERS</b> | <b>CDA Garbage</b> |
|---|--------------------|
| TEMPORARY 15 YD                                     | \$ 150.00          |
| TEMPORARY 20 YD                                     | \$ 150.00          |
| TEMPORARY 25 YD                                     | \$ 150.00          |
| TEMPORARY 30 YD                                     | \$ 150.00          |

| <b>SHORT TERM SERVICE FOR RESIDENTIAL CUSTOMERS AND FOR NON CURRENT COMMERCIAL CUSTOMERS</b> | <b>CDA Garbage</b> |
|--|--------------------|
| 1 YD THRU 8 YD PICK-UP   | \$ 40.00           |
| 1 YD THRU 8 YD RENT  | \$ 40.00           |
| 1 YD THRU 8 YD DELIVERY  | \$ 40.00           |

| <b>COMMERCIAL RENT MONTHLY</b> | <b>CDA Garbage</b> |
|--------------------------------|--------------------|
| 1 YD                           | \$ 2.51            |
| 1.5 YD                         | \$ 3.34            |
| 2 YD                           | \$ 5.04            |
| 3 YD                           | \$ 6.70            |
| 4 YD                           | \$ 8.33            |
| 6 YD                           | \$ 13.35           |
| 8 YD                           | \$ 16.71           |
| 15 YD                          | \$ 60.07           |
| 20 YD                          | \$ 66.75           |
| 25 YD                          | \$ 75.12           |
| 30 YD                          | \$ 88.45           |

| <b>TEMPORARY CONTAINER RENTAL MONTHLY</b> | <b>CDA Garbage</b> |
|---|--------------------|
| 1 YD                                      | \$ 3.00            |
| 1.5 YD                                    | \$ 4.00            |
| 2 YD                                      | \$ 5.50            |
| 3 YD                                      | \$ 7.00            |
| 4 YD                                      | \$ 9.00            |
| 6 YD                                      | \$ 14.50           |
| 8 YD                                      | \$ 18.50           |
| 15 YD                                     | \$ 125.00          |
| 20 YD                                     | \$ 125.00          |
| 25 YD                                     | \$ 125.00          |
| 30 YD                                     | \$ 125.00          |

| <b>CLEANING &amp; SANITIZING</b> | <b>CDA Garbage</b> |
|----------------------------------|--------------------|
| 1 YD CONTAINER                   | \$ 50.00           |
| 2 YD CONTAINER                   | \$ 55.00           |
| 3 YD CONTAINER                   | \$ 60.00           |
| 4 YD CONTAINER                   | \$ 65.00           |
| 6 YD CONTAINER                   | \$ 80.00           |
| 8 YD CONTAINER                   | \$ 100.00          |
| 15 YD CONTAINER                  | \$ 185.00          |
| 20 YD CONTAINER                  | \$ 185.00          |
| 25 YD CONTAINER                  | \$ 200.00          |
| 30 YD CONTAINER                  | \$ 250.00          |
| 40 YD CONTAINER                  | \$ 300.00          |

| <b>COMPACTOR SERVICE MONTHLY</b> | <b>CDA Garbage</b> |
|----------------------------------|--------------------|
| PERM 1.5 YD                      | \$ 83.49           |
| PERM 2 YD                        | \$ 113.49          |
| PERM 3 YD                        | \$ 170.29          |
| PERM 4 YD                        | \$ 227.00          |
| PERM 5 YD                        | \$ 283.81          |
| PERM 6 YD                        | \$ 340.51          |
| PERM 15 YD                       | \$ 425.65          |
| PERM 20 YD                       | \$ 567.54          |
| PERM 25 YD                       | \$ 709.41          |
| PERM 30 YD                       | \$ 851.31          |
| PERM 40 YD                       | \$ 1,135.08        |

| <b>ADDITIONAL COMPACTOR SERVICE</b> | <b>CDA Garbage</b> |
|-------------------------------------|--------------------|
| PERM 1.5 YD                         | \$ 25.00           |
| PERM 2 YD                           | \$ 33.00           |
| PERM 3 YD                           | \$ 50.00           |
| PERM 4 YD                           | \$ 66.00           |
| PERM 5 YD                           | \$ 82.00           |
| PERM 6 YD                           | \$ 100.00          |
| PERM 15 YD                          | \$ 150.00          |
| PERM 20 YD                          | \$ 195.00          |
| PERM 25 YD                          | \$ 250.00          |
| PERM 30 YD                          | \$ 290.00          |
| PERM 40 YD                          | \$ 395.00          |

| <b>RESIDENTIAL</b><br>[Rate includes cart, recycling bin, recycling service and trash service] | <b>CDA Garbage</b> |
|--|--------------------|
| 1 CAN CART = 35 GAL CART   | \$ 5.98            |
| 2 CAN CART = 64 GAL CART   | \$ 5.98            |
| 3 CAN CART = 96 GAL CART   | \$ 5.98            |
| DUPLEX (3) CAN CART (1) = (1) 96 GAL CART  | \$ 5.98            |
| DUPLEX (3) CAN CART (2) = (2) 96 GAL CART  | \$ 11.96           |
| DUPLEX (2) CAN CART (1) = (1) 64 GAL CART  | \$ 5.98            |
| DUPLEX (2) CAN CART (2) = (2) 64 GAL CART  | \$ 11.96           |
| DUPLEX (1) CAN CART (1) = (1) 35 GAL CART  | \$ 5.98            |
| DUPLEX (1) CAN CART (2) = (2) 35 GAL CART  | \$ 11.96           |
| TRIPLEX (3) CAN CART (1) = (1) 96 GAL CART   | \$ 5.98            |

|  |          |
|--|----------|
| TRIPLEX (3) CAN CART (2) = (2) 96 GAL CART   | \$ 11.96 |
| TRIPLEX (3) CAN CART (3) = (3) 96 GAL CART   | \$ 17.94 |
| TRIPLEX (2) CAN CART (1) = (1) 64 GAL CART   | \$ 5.98  |
| TRIPLEX (2) CAN CART (2) = (2) 64 GAL CART   | \$ 11.96 |
| TRIPLEX (2) CAN CART (3) = (3) 64 GAL CART   | \$ 17.94 |
| TRIPLEX (1) CAN CART (1) = (1) 35 GAL CART   | \$ 5.98  |
| TRIPLEX (1) CAN CART (2) = (2) 35 GAL CART   | \$ 11.96 |
| TRIPLEX (1) CAN CART (3) = (3) 35 GAL CART   | \$ 17.94 |
| FOURPLEX (1) CAN CART (1) = (1) 35 GAL CART  | \$ 5.98  |
| FOURPLEX (1) CAN CART (2) = (2) 35 GAL CART  | \$ 11.96 |
| FOURPLEX (1) CAN CART (3) = (3) 35 GAL CART  | \$ 17.94 |
| FOURPLEX (1) CAN CART (4) = (4) 35 GAL CART  | \$ 23.92 |
| FOURPLEX (1) CAN CART (1) = (1) 64. GAL CART | \$ 5.98  |
| FOURPLEX (1) CAN CART (2) = (2) 64 GAL CART  | \$ 11.96 |
| FOURPLEX (1) CAN CART (3) = (3) 64 GAL CART  | \$ 17.94 |
| FOURPLEX (1) CAN CART (4) = (4) 64 GAL CART  | \$ 23.92 |
| FOURPLEX (1) CAN CART (1) = (1) 96 GAL CART  | \$ 5.98  |
| FOURPLEX (1) CAN CART (2) = (2) 96 GAL CART  | \$ 11.96 |
| FOURPLEX (1) CAN CART (3) = (3) 96 GAL CART  | \$ 17.94 |
| FOURPLEX (1) CAN CART (4) = (4) 96 GAL CART  | \$ 23.92 |
| EXTRAS                                       | \$ 1.50  |
| ADDITIONAL CART SERVICE                      | \$ 5.00  |
| ADDITIONAL RECYCLE CART SERVICE              | \$ 5.00  |

# PRESENTATIONS

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability and family status; and

WHEREAS, it has been 48 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the efforts of the many organizations, housing and service providers working toward affirmatively furthering fair housing;

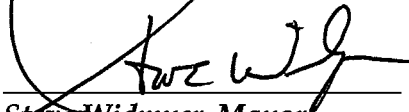
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2016 as

**"FAIR HOUSING MONTH"**

In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 19<sup>th</sup> day of April, 2016.



  
Steve Widmyer, Mayor

ATTEST:

  
Renata McLeod, City Clerk

**PROCLAMATION**

**WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and**

**WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and**

**WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and**

**WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and**

**WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and**

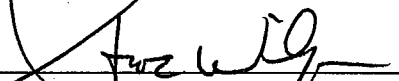
**WHEREAS, Coeur d'Alene has been recognized as Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways; and**

**NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 25<sup>th</sup> to April 30<sup>th</sup>, 2016 as**

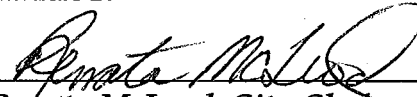
**"CELEBRATION OF ARBOR DAY WEEK"**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 19<sup>th</sup> day of April, 2016.**



  
Steve Widmyer, Mayor

**ATTEST:**

  
Renata McLeod, City Clerk



# 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

April 5, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 5, 2016 at 5:15 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**MOTION:** Motion by Gookin, seconded by Edinger to enter into Executive Session as provided by Idaho Code 74-206 Section (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 5:16 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, City Attorney, and Deputy City Attorney. Council returned to regular session at 6:05 p.m.

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the pledge of allegiance.

**AMENDMENT TO THE AGENDA – Motion** by Gookin seconded by Miller to amend the agenda to add an “Other Business” item of discussion of the Coeur d’Alene solid waste and single stream recycling RFP process.

**ROLL CALL:** Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.  
**Motion Carried.**

**FISCAL YEAR 2014-2015 AUDIT PRESENTATION:** Finance Director Troy Tymesen thanked Toni Hackwith and Vonnie Jensen for their work on this audit. Ms. Hackwith, with Anderson Bros. CPA's, P.A. presented the Fiscal Year 2014-2015 Audit. She reiterated that Idaho Code requires a financial statement audit annually. There are three independent reports issued by the auditors, all of which received an "unmodified opinion" due to the great accounting systems and accomplished staff. An "unmodified opinion" means that all the financial statements are present, in all material respects, in accordance with the accounting principles generally accepted in the United States. Highlights included implementation of pension reporting (in accordance to GASB 68); issuance of a \$6 Million General Obligation Bond; issuance of \$8.6 Million in Sewer Revenue bonds; a fund balance of \$7.6 Million (21% of the amended 2015 General Fund expenditure budget); revenues in excess of anticipated; and expenditures less than anticipated. Proprietary Funds increased the City's net position by approximately \$2 Million, had net operating income, and net positive operating cash flows. Ms. Hackwith reviewed five year's of revenues and expenditures and General Fund unassigned balance trends. She reminded the Council that the fund balance is important because it protects against inconsistent month-to-month revenue streams, unnecessary borrowing, it is a resource for unexpected emergencies, and ensures a credit rating that qualifies the City for lower interest rates. The Government Finance Officers Association recommends at a minimum that governments maintain an unassigned fund balance benchmark of no less than 5-15 percent of their regular general fund operating revenues or no less than one to two months of regular General Fund operating expenditures. She also reviewed the five-year comparison of the Water and Wastewater Funds operating revenues and expenses.

**DISCUSSION:** Mayor Widmyer asked if there would be a point during the life of the Firefighter Retirement Fund pension plan when nobody remains on the plan that the asset would revert to the City. Ms. Hackwith thought that it would revert to the City; if it ever happened, and clarified that should be a question for PERSI and legal counsel. The Mayor clarified that the net pension liability would decrease over time. Ms. Hackwith clarified that the General Fund revenue and expenditure chart does not include the transfer of money from other funds and reiterated that the General Fund unassigned/discretionary funds have been increasing. Councilmember Edinger noted that the report reflects that overall the City is in good shape. Ms. Hackwith confirmed that was the case.

**MOTION:** Motion by Edinger, seconded by English to accept the audit and direct staff to file a copy with the legislative services office in Boise as per Idaho cod 67-450B. **Motion carried.**

**CONSENT CALENDAR:** **Motion** by McEvers, second by Gookin, to approve the consent calendar.

1. Approval of Council Minutes for March 15, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Public Works Committee Minutes for the March 21, 2016 Meeting.
4. Setting of General Services and Public Works Committees meetings for April 11, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery lot transfer from Irene Jordan to Leonard A. and Patricia A. Benes, Lots 07, and 08, Block 37, Section B of Forest Cemetery

6. Approval of a Beer/Wine License to Bad Dad Corporation dba The Bluebird – A Midtown Eatery, 816 N. 4th Street (transfer from Bojacks); Autumn and Viljo Basso
7. **Resolution No. 16-017** - 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 SS-3-15, COOPER'S CORNER SUBDIVISION: FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVAL OF AN AGREEMENT AND BID AWARD TO INTERSTATE ASPHALT & CONCRETE, CO. FOR THE 2016 OVERLAY PROJECT; DECLARE THE SOLE SOURCE PROCUREMENT OF ADVANCED WASTEWATER TREATMENT FACILITY (AWTF) TREATMENT PHASE 2 MEMBRANE FILTRATION EQUIPMENT, DIRECT THE PUBLICATION OF NOTICE OF A SOLE SOURCE PROCUREMENT AT LEAST 14 CALENDAR DAYS PRIOR TO THE AWARD OF THE CONTRACT, AND AUTHORIZE STAFF TO NEGOTIATE A PURCHASE AGREEMENT WITH GE WATER & PROCESS TECHNOLOGIES, INC.; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF THE BLACKWELL ISLAND MARINA FOR MOORAGE OF THE FIRE BOAT; AND APPROVAL OF A SIX-MONTH LEASE EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT FOR 816 SHERMAN AVENUE FOR THE LEGAL – CRIMINAL OFFICE

**ROLL CALL:** Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.  
**Motion Carried.**

**PUBLIC COMMENTS:**

Karen Lawson, Coeur d'Alene, lives within the Fort Grounds directly across from the City Park and Memorial Field. She has lived there since 2003 and has been seeking assistance to mitigate the noise pollution created by the Memorial Field speaker system at during the NIC Softball games for many of those years. The DJ provided by NIC announces the game and plays music throughout over the amplified sound system, which is erratic and usually in violation of the city regulations. March 26, 2016 she arrived at home to find a game in progress with sound carrying to her backyard and throughout the inside of her home. She directly asked the DJ to turn down the sound and he refused the request. He told her she had other avenues to pursue the complaint. She believes there should be some modification to the Memorial Field sound system or removal of the system, as it is an unnecessary volume. She asked the City to create a policy holding the DJ accountable. She noted that the noise from the softball game is acceptable; it is the amplified sound that is problematic. Mayor Widmyer noted that the City would follow up with the College.

**MAYOR AND COUNCIL COMMENTS:**

Councilmember Miller reminded the community that the Safe Passages breakfast is Thursday, April 7, 2016 at 7:30 a.m.

**APPOINTMENTS: MOTION:** Motion by Edinger, seconded by McEvers to approve the appointment of Russell Hersrud to the Pedestrian & Bicycle Advisory Committee and Christie Wood to the Parks and Recreation Commission. **Motion carried**

**Council Bill No. 16-1005  
ORDINANCE 3533**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 2.68 CIVIL SERVICE COMMISSION BY ESTABLISHING STAGGERED TERMS FOR COMMISSIONERS, DELETING REQUIREMENTS RELATED TO COMMISSIONERS' POLITICAL AFFILIATION, PROVIDING THAT EXAMINATIONS SHALL BE SET BY THE FIRE CHIEF OR DESIGNEE INSTEAD OF THE COMMISSION, PROVIDING FOR DISCIPLINE PURSUANT TO THE PROGRESSIVE DISCIPLINE POLICY, AND ESTABLISHING THAT REPORTS OF THE COMMISSION TO COUNCIL SHALL BE AS REQUIRED BY COUNCIL; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

**STAFF REPORT:** Human Resource Director Melissa Tosi explained that the proposed Civil Service Rule amendments have been in process for many years and is only applicable to the Fire Department staff. The Fire Chief, the Coeur d'Alene Fire Department Local 710 President, and the Civil Service Commission are in agreement with the proposed amendments. The general purpose of the Civil Service Rules is to provide information and standards for the Coeur d'Alene Fire Department Local 710 by assuring all persons in the classified service receive fair and impartial treatment. The current amendments will bring the rules up to date regarding all aspects of the application and recruitment process, hiring, promotions, and discipline.

**DISCUSSION:** Councilmember Gookin noted that the City has separate Personnel Rules and asked for clarity regarding the purpose of Civil Service Rules. Ms. Tosi noted that the Civil Service Rules are traditional with a Union, and that the City was able to blend the Police into Personnel Rules. She explained that the City has talked about moving Fire over to Personnel Rules but it has not been agreed upon through negotiations. She explained that there is quite a bit of overlap in the rules; however, there are several items within the Civil Service rules specific to the Fire Department regarding promotional testing, disciplinary action, and recruitment and testing. Ms. Tosi noted that the main role of the Civil Service Commission is to handle grievances, not recruitments and tests. Deputy Chief Grief explained that the Fire Union likes the Civil Service Rules. Last year there were legislative attempts to repeal collective bargaining throughout the state and this document provided security and gave the Union a voice in the processes. Bob Shovald, Union Vice President, explained that one of the things that the Civil Service Commission provides is an outside perspective from the City as they are not employees of the City. Deputy Chief Grief explained that many Civil Service Commissions are going away with the creation of Human Resource Departments, but they still see value in updating it and practicing what is in the Civil Service Rules.

**MOTION:** Motion by McEvers, seconded by Edinger, to pass the first reading of **Council Bill No. 16-1005**.

**ROLL CALL:** English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.  
**Motion Carried.**

**MOTION:** Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1005** by its having had one reading by title only.

**ROLL CALL:** English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.  
**Motion Carried.**

#### **RESOLUTION NO. 16-018**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AMENDMENTS TO THE COEUR D'ALENE CIVIL SERVICE RULES.**

**MOTION:** Motion by McEvers, seconded by Evans to approve **Resolution No. 16-018**; approving amendments to the Coeur d'Alene Civil Service Rules.

**ROLL CALL:** Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye.  
**Motion Carried.**

#### **RESOLUTION NO. 16-019**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH NATIONAL NATIVE AMERICAN CONSTRUCTION, INC., DBA NNAC, INC., FOR THE AWARD OF THE CONTRACT FOR THE FIRE STATION NO. 4 PROJECT.**

**STAFF REPORT:** Fire Chief Gabriel requested that the Council accept the lowest responsive bid for the Fire Station No. 4 project at \$1,274,500 with National Native American Construction. He explained that Station 4 has become a need due to the increase in call volume created by population growth, as well as, the City's growth in the Northwest quadrant. The Fire Department's goal is to respond to an emergency in less than four (4) minutes, ninety (90) percent of the time. Currently, they have experienced response times exceeding ten (10) minutes. The Fire Department identified the need for the additional coverage years ago and has consulted with the Idaho Survey and Rating Bureau on the optimal site for the station. He noted that construction costs have changed significantly over that last 15 years, at which time the construction cost including architect fees, civil engineering, special inspections and a contingency was \$136.00 per square foot. Currently, the cost for just the construction of the building with the low bidder is \$182.00 per square foot and when architect fees, civil engineering, special inspections and a contingency are included it is \$211.00 per square foot. Therefore, the bids came in over budget. However, the proposed plan for paying the \$74,500 difference in the budget will be to open the station later than its anticipated October 1 date. It is

unlikely the building will be completed by that date, which will provide savings through budgeted personnel costs. Chief Gabriel explained that every effort was made to reduce the cost of the station while still maintaining its function and its value as a long-term asset. Changes included a reduction of the footprint of the station by 1,000 square feet. The Building plans for Station #3 were used for this building, which was an immediate savings of \$20,000. Additional changes included the elimination of the public restrooms, elimination of the second story storage area, and a simplified more economical roof system. It is unlikely the building will be completed by that date, which will provide savings through budgeted personnel costs. The projected date for opening the station is November.

**MOTION:** Motion by Evans, seconded by McEvers to approve **Resolution No. 16-019;** approving an Agreement with National Native American Construction, Inc. DBA NNAC, Inc. for the Fire Station No. 4 Project.

**DISCUSSION:** Councilmember Miller noted that the dates within the draft Contract are not consistent with the November completion. Chief Gabriel explained that the City does not have a signed Contract and he will review the dates. Councilmember Miller noted that the City will be utilizing an in-house project management team and asked for more information regarding how it will work. Chief Gabriel explained that he, Deputy Chief Washko, Howard Gould, and Cory Trapp would be the project management team. Councilmember Miller reiterated the importance of having a close oversight over this already tight budgeted project.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye; Edinger Aye.  
**Motion Carried.**

#### **DISCUSSION REGARDING THE COEUR D'ALENE SOLID WASTE AND SINGLE STREAM RECYCLING RFP (REQUEST FOR PROPOSALS) PROCESS.**

**STAFF REPORT:** Mr. Tymesen reviewed the timeline of the request for proposals (RFP) for solid waste services and noted that three bids were received. Included in the submittals were 29 expense categories called out in the bid specifications. The lowest responsive bidder was determined on the base bid; alternates included the City purchasing of carts and containers, every other week garbage service, every week recycling service, and glass recycling. The Contract will need Council approval after staff finalizes negotiations with the low bidder. Mr. Tymesen hopes to bring the Contract forward to the next General Service Committee meeting, then on to Council for final approval.

**DISCUSSION:** Councilmember McEvers asked if the low bid allows the City to charge the citizens less each month. Mr. Tymesen noted that it would not at this time; however, it could allow the City to stall increases going forward. He thought that some commercial rates might increase. Councilmember Gookin asked how glass recycling fits into the proposals. Mr. Tymesen explained that the bidders each had different ways in which to deal with glass recycling. One response included glass into single stream, another proposed a depot concept and the third noted having glass separated at a high price per month. He explained that he deduced that the cost to recycle glass can be expensive, and that there is not a good option to reuse the glass and it would likely end up in a landfill. He noted that any Google search conducted today

would find recycle centers going away, as commodity prices are so low. Additionally when glass is added to the stream, it lowers the quality of the commodity. The City of Boise used to include glass with its curbside recycling as an option for customers at a cost of \$10.00 a month, which is not popular. Boise worked hard to partner with an entity that uses the glass for an abrasive in cleaning metals, they have now moved to the depot system. A collaborative effort would be needed for the City to make glass-recycling work. In the proposal request, the City gave recyclables to the hauler to determine their proposed solutions. Additionally, commodities are currently valued very low. Kootenai County was informed that the City removes 2,300 tons out of the waste stream through recycling; however, the County felt that recycling is not theirs to manage. Mr. Tymesen noted that the bids demonstrate that glass is not good in a single stream recycling system. If glass is mixed into single stream, the City will receive no rebate from Kootenai County. The hauler will be going after the rebate to help offset the cost of the recycling service. He noted that one of the points being negotiated in the Contract is what happens if commodity prices go up and if the City will share in the upside of recycling.

Councilmember Gookin asked if the City moves forward with the award of the Contract what happens to glass within Contract. Mr. Tymesen explained that he will come back with the Contract and will provide the rate information and options at that time. He clarified that the rebate option is not currently approved by the County, as the Commissioners are still working on the request. However, it is clear that if glass goes into recycling the rebate goes away, and that would affect the final Contract with the hauler. Councilmember Evans asked for clarity on how to answer the question “Why is the City not recycling glass.” Mr. Tymesen explained that the City could recycle glass if it found an outlet for the glass that would make sense. The goal is to analyze what could be done within the Contract to cover those options; unfortunately, he does not currently know where glass recycling could be used that makes sense. Presently, it would make no difference if it were in a pit versus within the garbage. Councilmember Miller expressed the importance of sharing this information with the community, as it is a difficult commodity. She asked if the negotiated contract will include the glass options and if it will come back to Council before it is signed. Mr. Tymesen confirmed it would come before the Council, and his hope is that it would be at the meeting of April 19, 2016. Additionally, he confirmed that the bidders received the addendums. Councilmember McEvers asked for clarity regarding the importance of glass and why including it would mean the rebate goes away. Mr. Tymesen explained that the City is concerned because constituents requested the City look into the option of including it in the recycling. He said that he had hoped to get it done with a partnership with the County, as in the past they oversaw the solid waste process. This is the City’s opportunity to directly enter into an agreement with a hauler and look at the cost of including glass recycling. The fee to include glass would be \$10.00 due to the price of the commodity, and to clarify it is not recycled rather hauled somewhere else. The community should know that the recyclables are being recycled, not just added to the Fighting Creek landfill. He reiterated that commodity prices are falling and some recycling plants are closing down, so it is difficult to recommend the inclusion of glass when there is no outlet for the commodity. Councilmember English clarified that the lowest bid price would allow for the average customer cost to stay the same for a medium size cart and it would cost an additional \$10.00 a month to include glass. Mr. Tymesen noted that the Boise program was an opt in, but for the City of Coeur d’Alene it would potentially just go into the landfill so it should stay with the garbage stream. Councilmember Edinger asked if the City is obligated to take the low bid. City Attorney



Mike Gridley clarified that the RFP clearly states that the City has an option to reject all bids if Council felt that the bids received did not reflect the intent or desire of the Council. Councilmember Evans noted that the community cares deeply about recycling, noted that in the RFP there were service standards, and wondered how standards would be monitored. Mr. Tymesen explained that monitoring would be through direct communication and noted that all of the companies submitting bids were rated high in that area.

Mr. Tymesen explained that in order to find out what the cost of recycling glass would be he included it as an alternate. Including the glass recycling into the base bid would not allow him to be able to tell what the glass portion was doing to the price. Councilmember Gookin expressed concern that glass recycling does not make sense, if it is going to end up in the landfill and is not fiscally responsible to the citizens. Mr. Tymesen noted that the current contract expires on July 1, 2016 and the low bidder will need to acquire approximately \$3 Million in equipment and a transition plan needs to be established.

**(LEGISLATIVE HEARING); COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLAN YEAR 2016 ANNUAL ACTION PLAN.**

**STAFF REPORT:** Sherri Wastweet, Grant Administrator with PAC, explained that the hearing is required by HUD for the purpose to seek public input. The public comment period for this Action Plan was held for thirty days between March 4, 2016 and April 5, 2016. A public workshop was held March 24, 2016. One public comment was received from the Lake City Center requesting annual allocations between \$3,000 and \$5,000 toward the Meals on Wheels program. The proposed budget for Plan Year 2016 includes the following: \$14,600 for Sidewalk accessibility/repairs; \$50,000 for Emergency Minor Home Repairs; \$190,160 for a community grant to St. Vincent de Paul; and \$55,921 for Administration of the grant.

**DISCUSSION:** Councilmember English noted that he attended the public forum and works for a nonprofit that has taken funds previously and may apply in future years. He clarified that he currently does not have a legal conflict, but wanted to disclose his connection to Habitat for Humanity.

Mayor Widmyer called for public comments with none being received.

**MOTION:** Motion by Gookin, seconded by Edinger to approve the Community Block Grant Plan Year 2016 Annual Action Plan. **Motion carried.**

**MOTION:** Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by Idaho Code 74-206 Section (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**ROLL CALL:** McEvers Aye; Edinger Aye; Gookin Aye; Evans Aye; Adams Aye; Miller Aye. **Motion carried.**

The City Council entered into Executive Session at 7:46 p.m. Those present were the Mayor,

City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 8:00 p.m.

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

The meeting adjourned at 8:01 p.m.

ATTEST:

\_\_\_\_\_  
Steve Widmyer, Mayor

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

April 11, 2016  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Kiki Miller **ABSENT**  
Council Member Amy Evans

**CITIZENS**

Adrienne Cronebaugh – Kootenai Environmental Alliance  
Darla Kuhman – Coeur d'Alene Glass Recycling  
Marc Torre – Sunshine Disposal & Recycling  
Phil Damiano – Coeur d'Alene Garbage  
Steve Roberge – Waste Management  
Steve Wulf – Sunshine Disposal & Recycling  
Representatives from Waste Management  
Representatives from CDA Garbage  
Representatives from Sunshine Disposal & Recycling

**STAFF**

Juanita Knight, Senior Legal Assistant  
Mike Gridley, City Attorney  
Randy Adams, Chief Civil Deputy City Attorney  
Renata McLeod, City Clerk  
Troy Tymesen, Finance Director  
Jim Hammond, City Administrator  
Tim Martin, Streets Director  
Bill Greenwood, Parks & Recreation Director  
Chief Lee White, PD  
Craig Etherton, Fire Inspector  
Bobby Gonder, Fire Inspector

**Item 1.           Approval of Addendum #3, An Extension of Agreement, to the Professional Services Contract with Panhandle Area Council for Grant Administration Services.**  
**(Resolution No. 16-021)**

Renata McLeod, City Clerk, said the City entered into a Professional Services Contract with PAC in 2013. The contract term was two years with three (3) one-year options for renewal. Staff is recommending another one-year extension with PAC. Renata noted that payment for services is budgeted within the CDBG administration account and shall be \$45,000 (paid in monthly installments).

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-021 approving Addendum #3 to the Professional Services Agreement with Panhandle Area Council for grant administration Services. Motion Carried.**

**Item 2.           Approval of Creation of Bikeshare Program.**  
**(Agenda)**

Monte McCully, Trail Coordinator, is asking the Council to consider looking at options for a bikeshare program. Mr. McCully explained that bikesharing is where you have bikes that the public can either rent or check-out for free, depending on what the City decides. The public can use the bikes to go from one area of the City to another and then drop the bike off at a hub. The program, as operated by many cities, involves the city purchasing the bikes, paying for the infrastructure, paying staff to manage them (moving bikes around, checking on them, repairing them). The City of CdA attempted to create its own bikeshare more than 10 years ago by leaving bikes around town for people to use for free, but most of the bikes went missing. There are now companies that provide a turn-key service for bikeshare programs. The City's cost for this project is zero. The company we are speaking with installs the infrastructure, provides the bikes, provides the repair and rebalancing contracts, and does its own tech support. This company will go out with our help and solicit sponsors to fund the program. If enough sponsors cannot be found, then the City will not initiate this program. However, if enough sponsors can be found, the company will bring a proposed contract back to Council for

consideration. Providing a bikeshare program will give both citizens and visitors a means to get around and recreate in our City that they may not have had the opportunity to do before. This will help us reach our goal as a Silver-Status bike-friendly community and help us achieve all-star status in our "Let's Move! Cd'A" program.

Council Member Edinger said the Parks and Recreation Commission supports this idea and is recommending Council authorize staff to proceed in reviewing options for the program.

Council Member Evans said she's worked with Monte and community volunteers on exploring this idea, being the liaison for the Ped Bike Committee, and it is a great idea and will serve the community well if we can make it financially pencil out with potential partners.

Council Member Evans read a written comment from Council Member Miller who was unable to attend the meeting today. Council Member Miller said she really likes this concept and has, in fact, had several conversations with various staff members after seeing this program in Boise. However, at this time, she doesn't think it is worthwhile to take resources away from other City obligations to pursue this program.

**MOTION: by Evans, seconded by Edinger to recommend that Council authorize the Parks & Recreation staff to start looking into a bike share program. Motion Carried.**

**Item 3. Approval of Hassen Easement Agreement.  
(Resolution No. 16-021)**

Bill Greenwood, Parks and Recreation Director, said the Hassen home was built in 1930. Mrs. Hassen purchased the property in 1969 and her access to the home was adjusted in 1974. The City purchased property on Tubbs Hill which includes the gravel driveway to her home. Without an easement across City property, it would be extremely difficult, if not impossible, for Mrs. Hassen to sell her home in the future. Our City Engineer has reviewed these documents and supports granting the easement. The Legal Department has reviewed this request and drafted the easement document. There is no cost to the City of Coeur d Alene in granting this easement.

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-021 approving an Easement Agreement with Leona L. Hassen granting an easement at 726 E. Tubbs Hill. Motion Carried.**

**Item 4. Addendum to School Resource Officer Contract for School Year 2016-16 with North Idaho College, for SRO Services During Summer.  
(Resolution No. 16-021)**

Lee White, Chief of Police, said we currently have a contract with NIC whereby we provide one school resource officer throughout the school year for a given amount of money. NIC has proposed that we extend those services throughout the summer and is willing to pay for that service. The proposal is to amend the current contract (adopted by Resolution No. 15-018 on May 5, 2015) to extend the services throughout the summer. NIC is willing to pay \$9,221 for this service, which is consistent with the funding model used in the current contract. The Chief noted that there are students on campus the entire year. We still have some issues with the beach with it being County property. However, the police does respond to the beach from time to time upon the request of the County.

Council Member Evans asked if the PD adjusts its hours of service based on peak times during the summer. Chief White said the SRO would maintain about the same hours, during the busiest times of the day.

Council Member Edinger asked if the college provides a vehicle for the SRO. Chief White said yes.

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-021 authorizing an Addendum to the SRO agreement with NIC for services during the summer of 2016. Motion Carried.**

**Item 5. School Resource Officer Contract for School Year 2016-17 with North Idaho College.  
(Resolution No. 16-021)**

Lee White, Chief of Police, said the City has maintained a contract with North Idaho College to provide one School Resource Officer during the regular school year for several years. This contract is similar to previous year's contracts; however, it allows for SRO services year-round and provides updated dollar amounts for the additional months and increase in SRO wages. The Police Department supports this request and would utilize the existing SRO to perform this duty. NIC agrees to pay \$68,500 for this service, plus any overtime associated with this function. This amount covers roughly 75% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the College. This partnership with NIC is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of the College and the community.

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-021 approving a contract with NIC to provide SRO services for school year 2016-17. Motion Carried.**

**Item 6. Declaration of Surplus Drug Task Force Vehicle.  
(Resolution No. 16-021)**

Lee White, Chief of Police, said the Task Force purchased a used vehicle back in 2001 for use by the supervisor of that unit. That vehicle has reached the end of its useful life. Due to vehicle condition, maintaining the vehicle would be cost prohibitive. Any financial gain from the sale of the surplus of this vehicle will be returned to the Drug Asset Seizure account, maintained by the PD.

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-021 authorizing the Police Department to declare surplus a 2000 Ford Taurus from the Drug Task Force. Motion Carried.**

**Item 7. Declaration of Surplus Used Equipment.  
(Resolution No. 16-021)**

Tim Martin, Streets Superintendent, is requesting approval to surplus a 2006 F550 Super duty truck and a 1999 School Bus. These vehicles need repairs to, or replacement of, their motors and are deemed of little value to the department.

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-021 authorizing the Street Department to declare surplus (1) 2006 F550 Super duty truck and (1) 1999 School bus. Motion Carried.**

**Item 8. New Fee Schedule Removing Fee for Burn Permits.  
(Resolution No. 16-022)**

Craig Etherton, Fire Inspector, is requesting approval to eliminate the \$2.00 Burn Permit Fees from the City's fee schedule and allow the Fire Department to utilize a new fee schedule with the Idaho Department of Lands (IDL) on-line burn permit program for distribution on garden waste burn permits. In 2015, the FD issued 154 yard waste burn permits for an income revenue of \$308.00. Mr. Etherton said the cost to process the permits exceeds this amount. One factor in moving this way is better customer service. Citizens would be allowed to go online from their own home or mobile device and apply for a permit. The request can be made 24/7, at their convenience. They would no longer have to drive to a fire station (where the crew may be out on a call) or go to admin to obtain a permit.

Council Member Evans asked how citizens will learn about this service. Mr. Etherton said they will be notified through social media, print media, and any way they can get the word out.

**MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-022 authorizing the Fire Department to remove a \$2.00 burn permit fee from the City's fee schedule to utilize the IDL on-line burn permit program for distribution on garden waste burn permits. Motion Carried.**

**Item 9. Recommendation for Solid Waste & Single Stream Recycling Hauler.  
(Resolution No. 16-020)**

*Council Member Edinger said typically they do not take public comments at this meeting. However, due to the interest in this item, he will allow 3 minute comments from the public after the staff presentation.*

Troy Tymesen, Finance Director, said he is asking 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. Tymesen gave the history on the way in which these partnerships came together (see staff report for full details).

Council Member Evans asked for clarification on a statement in the staff report "It should also be noted that no Proponent objected to the RFP process itself..." Randy Adams, Chief Civil Deputy City Attorney, responded that there were questions asked. However, he is not aware of any objection to how the process was conducted or asking for a change in the process itself. There were questions and the questions themselves were answered. There were no follow-up questions asking for further clarification.

Council Member Edinger said this is an important issue and it affects the citizens of Coeur d'Alene. He said it was his understanding that the City would go through an RFP process, get proposals, and then the Mayor and Council would sit down and discuss them. Council Member Edinger said that didn't happen and it upsets him.

Council Member Evans said she could not agree more with that statement. She asked Mr. Tymesen if he'd like to address this point.

Mr. Tymesen responded that staff was before the Mayor and Council on April 5<sup>th</sup> on this topic. The apparent low bidder was determined by the numbers guy for the City of Coeur d'Alene and that staff wanted to bring

forward something for Council to look at so it could be comfortable with what staff had heard through the process. Staff put the alternatives in the RFP so they could come back and talk about what glass reuse might mean and what the cost would be. Staff heard loud and clear that glass is a very important component to this particular contract. Staff believes there is no reason to say that the low bidder wasn't a qualified contractor to do the work. That is why staff crunched the numbers and is presenting a contract for Council's consideration which is very similar to the current contract between the County and Waste Management, which was attached to the RFP, so staff knew what the game plan would be as it tried to move forward. Talking about it is why we are here today. This hearing before General Services was not in the RFP process. The recommendation and Contract were to come directly back to Council on April 19. However, staff is happy to talk about the process, receive input, and answer any questions you may have.

Council Member Evans said she has many questions.

1. From the staff report – “The County has made it known that it does not desire to extend its agreement with Waste Management for the City's solid waste collection and curbside single stream recycling programs.” **Question:** Why?

**Response:** Mr. Tymesen said the City contacted the staff at the Solid Waste Department and then made a call directly to the County's legal representative, and they were not willing to have any type of an option to extend the contract based on the date of June 30, 2016. Staff hoped to extend that date as to give the proponents more time. However, there was no positive response from Kootenai County to extend. Council Member Evans said, “So it was date driven, not performance driven?” Troy Tymesen said, “Date driven, totally”.

2. From the staff report – “The City is also in the process of negotiating with the County regarding a rebate for the tonnage of recyclables taken out of the solid waste stream. Glass is one of the heaviest materials to recycle and there is no market or use for it. If it is collected in single-stream recycling, it will end up in the landfill, which would reduce or eliminate any possible rebate. This, of course, decreases any profit margin for a hauler.” **Question:** Why are we concerned with the profit margin for the hauler and why is this an argument for glass and not all other recyclable items.

**Response:** Mr. Tymesen said the profit margin is probably a concern that finance people have so as to make the program as effective as possible. Right now the commodity prices are not at all high. In fact, they are very, very low. Many recycling companies are struggling to break even. We know that when glass is added to the single stream, it brings down the value of the recyclable material as a whole. What is of concern here is what the county will propose as a rebate. Right now it's not officially being offered. In other words, when Waste Management and/or Coeur d'Alene Garbage takes the single stream recycling to Blue Bird, the County pays about \$25.00 per ton for those recyclables. That is not officially in place and staff at Kootenai County sanitation is looking to bring that forward. Staff is willing to work on that in conjunction with any hauler to get a better rebate to pull recyclable out of the waste stream. The County has clearly shared with us that if there is glass in the single stream recycling it would really increase the tonnage. Finance people would really love to have glass in there because the pounds would go up dramatically. They have said there would be no rebate for any City that is single stream recycling with glass in the program. Council Member Evans asked for the estimated dollar amount of this rebate. Mr. Tymesen said \$43,000.

Council Member Evans said it is important to her that we have an option in our community for glass recycling.

3. From the staff report: “However, because glass is an inert material and has little to no value presently, it will likely end up in a landfill anyway. There are simply no current viable uses for recycled glass. Recycled glass probably cannot be reused as an abrasive or refilled or repurposed as insulation.”

**Question:** Council Member Evans said she is extremely uncomfortable with the vague language and asked if staff could get more data to support these statements because she understands the Smart Center in Spokane is reusing glass, so there is an option for it. **Response:** Mr. Tymesen said the goal of the information in the staff report was to let Council know that staff has heard the desires and that staff is going to do everything it can. He said if Council wants to recycle/reuse glass right now, in our county, there is no place to take it. The goal was to open up an opportunity to reuse glass as recycling is not an option at this time. The 3 Proponents present at this meeting today are continually working on recycling options. Mr. Tymesen said in the past week he believes staff has come up with options for reuse of glass that would pull it out of the waste stream. The current proposal would allow for glass to go to a depot. The folks at Kootenai Environmental Alliance (KEA) have confirmed that they are OK with the depot idea.

4. From the contract – Page 5, second paragraph, last sentence: “This Contract also supersedes any bid documents or other documents provided by the City to the Contractor at any time or for any reason.” **Question:** If a description or specification is listed in the RFP but is not in this contract, this is the final document. **Response:** Mr. Adams said that is correct.
5. Page 8 – 3.4 Customer Relations: Council Member Evans said she’d be more comfortable if there were specific standard for the customer service levels that we expect in the contract.
6. Page 9 – 3.4.2: “Contractor may charge the customer a return trip fee for each call back after the second time.” **Question:** Council Member Evans said she looked at the fee schedule attached to the contract and it is 7 years old. **Response:** Mr. Tymesen said that is an error and he apologized for the oversight. The attachment will be corrected.

Mr. Tymesen interjected that the majority of this Contract is coming from the existing contract between the County and Waste Management, which was offered as a template in the RFP so that all the Proponents could understand where we are at, what the rates were, how the rates are adjusted annually, what the customer service might be, etc. Council Member Evans asked if we are in a position to tighten up the contract. Mr. Tymesen we are.

7. Page 10 -- Would like to see the actual cost of the glass depots.
8. Page 13 – 4.3 Payment Terms: Would like to see more on the glass program. It is very vague. How many depots, where will they be located, and where the glass is going . . . a definitive location as well as a definitive reuse or possible recycle of that glass.
9. Schedule A – Section A – Extras: Wants to ensure that the contract requires NEW carts and is concerned with the 3” gap between the bottom of the lid and the top edge of the cart. She believes this is a new requirement. **Response:** Mr. Tymesen said this is a clarification that was not in the previous contract. Staff felt a more certain definition of when a customer can be charged for extra garbage was needed. Mr. Tymesen said the RFP did not indicate NEW carts. Council Member Evans said she believes the Proponents included in their bids NEW carts. Mr. Tymesen said the City did not ask for new carts. A clarification question was asked by the Proponents and the City’s response specifically stated the City did not require new carts. Thus, the low bidder would be able to use the carts in place. Council Member Evans said there is great confusion on this from the people that bid. Mr. Adams said the proposal from Northern State is for new carts. He said we can also specifically include that in the Contract, if Council wishes. Council Member Evans said she specifically requests that new carts be required in the Contract and that, throughout the Contract, it specify “new” carts.
10. Page 27 – C.8.1 Design: Wants more definitive standards for the appearance and maintenance of the trucks.
11. Schedule B – Page 28 Recyclable Materials: Is this monitored and ensured? Mr. Adams said he does not know, but this language is identical from the existing contract.



12. Page 29 – Other: The current proposal is for depot glass reuse system. **Question:** If, in the future, we would like to explore curbside recycling, does this language give us the ability to do that? She feels the current language is very vague. **Response:** Mr. Adams said this is standard contract language, which is the same language in the existing contract. You usually don't give one party the unilateral right to change a contract. So, yes, that is something the parties can agree to. However, there is nothing in the contract to give the City the unilateral right to require it in the future. Council Member Evans said she would like the ability to explore curbside recycling of glass in the future---how can we allow that to happen? Mr. Adams said the current language would allow the City to do that. However, if Council wants specific language in the contract for glass curbside recycling, we can discuss that issue with the other party to see if it agrees.
13. Page 33 – 3.5 Ownership of Recyclables: Wants the contract to specify exactly where those recyclable will go. Mr. Adams said the locations change all the time. The reason it is left vague is to avoid having to revise the Contract every time a recycle center closes or a new one opens. He added that section 3.6 does require Northern State to deliver recyclables to a recycle plant or entity, so he would shy away from trying to designate specific places in the Contract.

Council Member Edinger said we know garbage is going into the landfill. However, we don't know where the recyclables are going. Mr. Tymesen said we have an idea at this time. However, if we specify in the Contract the location, and the Proponent can get a better value somewhere else, they would change that location. It will likely be in Coeur d'Alene or in Spokane County. Council Member Edinger said we should know exactly where it will be taken. He'd hate to get a phone call that this stuff is being dumped where it shouldn't be. Mr. Adams said that would be a violation of the Contract and would be dealt with as any violation of any contract. Additional discussion ensued basically discussing the same.

14. Page 34 – end of 3.6 referring to depots: Again Council Member Evans would like to see more specifics. How many depots, where will they be located. If only 2 depots, it won't be as convenient as 10 depots. Mr. Adams noted that this is why staff is before Council today, to get input.

Council Member Edinger again discussed his disappointment, and his personal opinion, that the Mayor and Council were not given sufficient time to discuss this. Mr. Adams said that is what we are doing right now. Staff is trying to get Council's input to finalize the contract. Council Member Evans said she thinks what Council Member Edinger is saying is he would like to have seen glass recycling included in the low bid. Mr. Tymesen said in February that the City would find out what the cost of glass is going to be for our constituents so we could weigh those options. In so doing, if glass had been in the base bid, we would not know, as a City, for the constituents, what the cost would be. He has spent many hours with the legal team and is here to say this is a business RFP that delivered all of the answers and solutions that we hadn't even thought of. One of the Proponents didn't even mention putting glass as single stream recycling. Council Member Evans said she believes wording it in a fashion of accepting the low bid, eliminate us, as council members and mayor, from having the ability to look at those creative options and weigh them against each other...as we are only looking at the low bid dollar amount. Mr. Adams said including glass in the base bid would make an apples-to-apples comparison impossible. Therefore, the discretion that Council would have in that situation might be too great for a court to accept. If we say we will take this option in this one and not in another, the court may say you are deciding on options only to pick who you want to do the contract instead of looking at the price and giving it, as the statute says, to the low bidder.

Council Member Evans asked Mr. Adams what Council's options are. Mr. Adams said, under the statute, you can accept the low bid. There doesn't seem to be any dispute as to the 29 items and how that figure was added up. Based on that, we have an apparent low bidder. The only other option is that the Council can

exercise its discretion to reject all bids and rebid. The exercise of discretion requires, under Idaho law, that you articulate a justification or reason for rejecting all bids. It cannot be random, it cannot be arbitrary. There has to be a reason that the court will accept, a reason that does not make it look like the Council is rejecting all bids in order to subvert the competitive closed bidding process.

Council Member Edinger said, much like Council Member Evans, he has many concerns but doesn't know that airing them at this meeting or at another meeting with the Mayor and Council, not that he wants to keep anything from the people at this meeting, but he has a lot of concerns about certain things.

Steve Wulf – Sunshine Disposal and Recycling: Said he knows this contract very well and thinks the City has a low bidder. You have a base bid with glass included and the bid was for 12 cents per resident to put in the depot system, the same system used in Lewiston, ID, and it works very well. Mr. Wulf said they have a secure contract for the recycling of glass out of the City of Coeur d'Alene. This contractor uses glass in their mix. All 3 Proponents provided a number for glass recycling. WM said 95 cents and the low bidder said it will cost \$10 per resident to do it. When in reality, if it is ten dollars, then Sunshine is the lowest bidder. Sunshine also wanted to stay within the confines of the contract so it bid a location for an office that would be within the City of Coeur d'Alene. As for the location for disposing of the recyclables, it is not uncommon for a change in one recycling location to another. However, it is not a problem to notify the City of where the contractor is going. He agrees that the loose words in the contract should be tightened up.

Steve Roberge - Waste Management: Said they are keenly aware that the Council, residents of Coeur d'Alene, and the local environmental groups want curbside glass collection and have for years. This is the perfect opportunity to get this. Our proposal was for curbside glass and new carts which was the least costly option at about \$8.89 a month. The RFP dated February 2016, page 4, number 3 states "Container purchasing option: the base contract anticipates all new containers. This alternative allows a Proponent to propose a City purchase option for containers." Page 5 of the RFP answers to questions from Proponent #23 says Alternate No 3 request that the bidder provide pricing on all new containers. The answer was to provide pricing on carts and not on steel containers. So that is how we based our bid proposal. He believes the process took a sharp turn, however, unintended when it was described to council as an RFP process and it turned into a bid. He believes the Council wanted to evaluate offerings based on price, service reliability, safety, innovation and other considerations. We would ask of you to invoke your right under section 2.10 to reject submittals and start over with a real RFP process and clearly articulate what you want as a City.

Phil Damiano – Coeur d'Alene Garbage: Said they have operated in Kootenai County for 42 years. They service Posts Falls and have 2 contracts with Kootenai County. They followed the RFP to a T and it clearly stated "low bid was going to be the winner." They put together a deal that was by-far the low bidder, over a half a million dollars lower than Waste Management and four-hundred thousand dollars lower than Sunshine Disposal. We addressed all of the options and we were the chosen apparent low bidder. They have worked with staff to come up with a contract that was not materially different then the contract example in the RFP, as per the RFP rules. It was apparent the Council wanted glass in the contract so Coeur d'Alene Garbage worked with staff to include that in the contract. The reason there aren't specifics in the contract is because they have not negotiated with grocery store owners on whether they will provide Coeur d'Alene Garbage a spot for the depots. They will try to provide as many depots as they can. Mr. Damiano said they agreed to do this on their cost only, and not to take a profit on it. He urged the Council to vote for saving half a million dollars a year. That's eight million dollars over 16 years. The Council has a fiduciary responsibility to choose the low bid. We came highly recommend by the county, their banker, and the City. We are 42 years in business and capable of doing this job and capable of saving the City a whole bunch of money.

Marc Torre – Sunshine Disposal & Recycling: Said they also bid for new carts and containers. Their recycling proposal for glass is very specific. They outlined the number of depots and outlined the cost per house, per resident. Their proposal is good and they are able to execute on July 1<sup>st</sup>, if the City so desires.

Adrienne Cronebaugh, Executive Director - Kootenai Environmental Alliance: She applauded the Council for responsible disposal of recyclables and finding where those go. She said it has been a learning lesson for our Board how recyclables are managed and what contamination can do to different recyclables. We want to ensure there is not any green washing of recyclables and they are really going out of the landfill and being used in some way. We support the Council with including glass as a recyclable / reuse. We have been in support of this for years with the Coeur d'Alene Glass Recycling program. Glass recycling was included in the CDA2030 plan and was on their timeline as being implemented this year. We also have thousands of signatures on a petition that was given to staff in February.

Darla Kuhman – Coeur d'Alene Glass Recycling Company: Said she is glad the Council is questioning where the glass is going, because it is very important. This is a big concern for their group. They find places for glass reuse. They have members that crush it down and use it for landfill, aggregate, arts and education, water features, etc. There is a market for glass you just have to find the people that are willing to do this. She invited the Council to call her if they have any questions so they can be better informed to make their decision.

**MOTION: by Evans, seconded by Edinger to forward this item to the full City Council without recommendation by the General Services Committee. Motion Carried.**

The meeting adjourned at 1:28 p.m.

Respectfully submitted,

Juanita Knight  
Recording Secretary

# 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 \$358.33  
 Rec No \_\_\_\_\_  
 Date 4-13-16  
 Date to City Council: 4-19-16  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service May 23, 2016

**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 checked="" type="checkbox"/> | Beer only (draft, canned, and bottled) consumed on premise   | <del>\$200.00</del> per year<br><b>\$ 333.33 prorate</b> |
| <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 checked="" type="checkbox"/> | Transfer of ownership of a City license with current year paid<br>Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50<br>Beer- Draft, can, bottled COP \$25 Wine additional \$25<br>Consumed on premise yes no<br>Transfer from <u>The Cellar</u> to <u>Anthony's Coeur d'Alene</u> | <b>\$ 25 00</b>  |

|   |  |
|---|--|
| Business Name   | Mad Anthony's, Inc. dba Anthony's Coeur d'Alene  |
| Business Mailing Address  | PO Box 3805  |
| City, State, Zip  | Bellevue, WA 98009   |
| Business Physical Address                                       | 1926 Riverstone Drive  |
| City, State, Zip  | Coeur d'Alene, ID 83815  |
| Business Contact  | Business Telephone : Location: 208-664-4665 Fax: 425-455-0649<br>Admin Office: 425-455-0732<br>Email address: joe.shmail@anthonys.com  |
| License Applicant   | Mad Anthony's, Inc.  |
| If Corporation, partnership, LLC etc. List all members/officers | Herbert M. Gould III, Herbert Milton Gould IV, Jeffrey Anot, Jeffrey Gould, Amy Burns, Larry Ogg,<br>Tom Collins, Carolyn Kelly, John Fitzgerald, David Herrild, Verne Benedict Jr, Steven Burns,<br>Edna Hoss, Tim Ferleman, Patrick Donahue, Nicholas Salopek, Beth Herrild, Christine Gould,<br>Andrew Miller |

DATE: APRIL 13, 2016  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MAY 17, 2016

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Mayor Widmyer,

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

| <u>ITEM NO.</u> | <u>REQUEST</u>   | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|--|--------------------------|----------------|
| ZC-1-16         | A proposed zone change from<br>MH8 (Mobile Home at 8 units/acre) to<br>To R-12(Residential at 12 units/acre)<br>Applicant: GT, LLC<br>Location: 3045 N. Fruitland Lane | Approve                  | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **MAY 17, 2016.**

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.

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 "A through F" and by reference made a part hereof as summarized as follows:

- A) Approval of Addendum #3, an Extension of an Agreement to the Professional Services Contract with Panhandle Area Council for Grant Administration Services;
- B) Approval of an Easement Agreement with Leona L. Hassen at 726 E. Tubbs Hill;
- C) Approval of an Addendum to the 2015-2016 School Resource Officer Contract with North Idaho College for summer School Year 2016;
- D) Approval of a School Resource Officer Agreement for School Year 2016-2017 with North Idaho College;
- E) Declaration of Surplus Drug Task Force Vehicle – Police Department;
- F) Declaration of Surplus Used Equipment – Streets Department;

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 "A through F" 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 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**GENERAL SERVICES COMMITTEE  
M E M O R A N D U M**

DATE: APRIL 4, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: APPROVAL OF ADDENDUM #3 AN EXTENSION OF AGREEMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES.

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**DECISION POINT:** To approve Addendum #3 to the Professional Services Agreement with Panhandle Area Council for grant administration services.

**HISTORY:** The City entered into a Professional Services Contract on May 7, 2013 with Panhandle Area Council for grant administration services of the City's Community Development Block Grant (CDBG) program. The Contract term was two years with two (3) one-year options for renewal. Staff recommends another one-year extension Panhandle Area Council.

**FINANCIAL:** Payment for services is budgeted within the CDBG administration account and shall be \$45,000 (paid in monthly installments).

**PERFORMANCE ANALYSIS:** Authorizing the extension to the agreement will allow PAC to continue providing grant administration services, while staff reviews options for bringing the services in-house.

**DECISION POINT/RECOMMENDATION:** To approve Addendum #3 to the Professional Services Agreement with Panhandle Area Council for grant administration services.



**AMENDMENT 3  
TO THE  
PROFESSIONAL SERVICES CONTRACT  
between  
the City of Coeur d’Alene and Panhandle Area Council (PAC)  
for the  
Coeur d’Alene CDBG Entitlement Program**

WHEREAS, the above parties entered into a Professional Services Contract (“the Contract”) on May 7, 2013, adopted pursuant to Resolution No. 13-027, to render grant administration services related to funds received under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs; and

WHEREAS, Panhandle Area Council (PAC) desires to exercise a 1-year option for renewal; and

WHEREAS, this Amendment will extend the existing effective date and time of performance to March 31, 2017.

THEREFORE, the parties mutually agree to amend the Contract as follows:

**1. Section 5 EFFECTIVE DATE AND TIME OF PERFORMANCE:**

This Contract takes effect on April 1, 2016, and shall end on March 31, 2017, with one (1) option for a one-year renewal remaining.

**2. No Further Modification of the Professional Services Contract:**

The parties agree that the other terms and conditions of the Professional Services Contract remain in full force and effect and that this amendment to the Professional Services Contract between the parties does not amend or alter any other right or obligation of either party under the Professional Services Contract.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Contract to be executed by its Mayor and City Clerk, and the Contractor has caused the same to be executed.

DATED this 19<sup>th</sup> day of April, 2016.

**CITY OF COEUR D'ALENE**

**CONTRACTOR**

By: \_\_\_\_\_  
Steve Widmyer, Mayor

by: \_\_\_\_\_  
Wally Jacobson  
Executive Director

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 19<sup>th</sup> day of April, 2016, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of April, 2016, before me, a Notary Public, personally appeared **Wally Jacobson**, known to me to be the Executive Director, of **Panhandle Area Council**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

**GENERAL SERVICES  
STAFF REPORT**

**Date:** April 11, 2016  
**From:** Bill Greenwood, Parks & Recreation Director  
**SUBJECT:** **Hassen Easement Agreement** *(Council Action Required)*

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**DECISION POINT:**

The Parks & Recreation Commission submits for your approval and recommendation an Easement Agreement with Leona L. Hassen at 726 E Tubbs Hill.

**HISTORY:**

The home was built in 1930 and Mrs. Hassen purchased her property in 1969 and her access to the home was adjusted in 1974. The City purchased property on Tubbs Hill which includes the gravel driveway to her home.

**FINANCIAL ANALYSIS:**

There is no cost to the City of Coeur d Alene in granting this easement.

**PERFORMANCE ANALYSIS:**

Without this easement it would be extremely difficult, if not impossible for Mrs. Hassen to sell her home in the future. Our City Engineer has reviewed these documents and supports granting the easement. The Legal Department has reviewed this request and drafted the easement document.

**DECISION POINT/ RECOMMENDATION:**

Does the General Services Committee want to recommend to City Council the approval of an Easement Agreement with Leona L. Hassen at 726 E Tubbs Hill?

## EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of April, 2016, by and between the **CITY OF COEUR D'ALENE**, Kootenai County, State of Idaho, a municipal corporation under and pursuant to the laws of the State of Idaho, by and through its Mayor and City Clerk, hereinafter referred to as the "Grantor," and **LEONA L. HASSEN**, hereinafter referred to as the "Grantee.

### WITNESSETH:

#### I.

For no value given as it concerns the establishment of an easement for ingress and egress, water service, and sewer service over property owned by Grantor, the Grantor does hereby grant, assign, and set over to the Grantee, her successors and assigns, a non-exclusive easement for ingress and egress to the property, and water service as well as future wastewater lateral connection located at CDA CITY, W2-LT 12, PTN OF VAC ALLEY & VAC ST BLK AA, TAX #7367(IN N2), or 726 E. Tubbs Hill, Coeur d'Alene, Idaho, (legal description attached hereto as Exhibit "A") for residential purposes, until such time as Grantee, her successors and/or assigns may develop other ingress or egress to the property which does not utilize City property, at which time this easement shall be terminated.

#### II.

The Grantee does hereby agree to save, hold harmless, and indemnify the Grantor from any and all liability, loss, or damage that may arise as a result of any actions, claims, damage, costs, and expense arising from the use, maintenance, or repair of the easement.

#### III.

1. The Grantee shall be responsible for all costs of maintenance and/or repair of the easement.
2. The Grantee agrees to maintain and/or repair the easement in a manner approved by the City of Coeur d'Alene Engineering Director and in compliance with all existing codes then adopted by the City of Coeur d'Alene. The Grantee shall have the right to utilize the easement for residential purposes
3. The Grantee does further agree to release the Grantor from any claim for damages or replacement cost of said easement which may be occasioned by any future development of the City's property on which the easement is located or work which may be performed to or on E. Tubbs Hill Drive.

4. The easement shall be established as that portion of the City's property described in Exhibit "A" hereto. A drawing of said easement is attached as Exhibit "B" hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

**CITY OF COEUR D'ALENE,  
GRANTOR**

By \_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

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

**GRANTEE**

\_\_\_\_\_  
Leona L. Hassen

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 19<sup>th</sup> day of April, 2016, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of April, 2016, before me, a Notary Public, personally appeared **Leona L. Hassen**, the person who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
OF  
ACCESS AND UTILITY EASEMENT

*THE CITY OF COEUR D'ALENE  
TO  
LEONA L. HASSEN*

**December 4, 2015**

A portion of Government Lot 1, Section 24, Township 50 North, Range 4 West, Boise Meridian, City of Coeur D'Alene, Kootenai County, Idaho, described as follows:

BEGINNING at the northernmost corner of that certain parcel of land described in Quitclaim Deed dated March 23, 2009, recorded as Instrument Number 2202175000, records of Kootenai County, Idaho;

thence North 54° 57' 34" East, along the southeasterly right-of-way of Tubbs Hill Drive, a distance of 3.18 feet;

thence leaving said right-of-way the following four(4) courses:

1. South 40° 05' 30" East, a distance of 25.43 feet;
2. South 28° 13' 15" East, a distance of 76.42 feet;
3. South 40° 16' 36" East, a distance of 14.81 feet;
4. South 84° 08' 25" East, a distance of 13.88 feet, more or less, to the west boundary of that certain parcel of land as described in Real Property Deed to Trust dated April 23, 2008, recorded as Instrument Number 2155871000, records of Kootenai County, Idaho;

thence South 01° 42' 21" West, along said west boundary, a distance of 89.95 feet;

thence leaving said west boundary the following six(6) courses:

1. North 76° 16' 59" West, a distance of 13.94 feet;
2. North 24° 31' 06" West, a distance of 38.36 feet;
3. North 02° 08' 37" East, a distance of 27.50 feet;
4. North 19° 48' 25" West, a distance of 29.21 feet;
5. North 28° 13' 15" West, a distance of 74.34 feet;
6. North 40° 05' 30" West, a distance of 4.29 feet, more or less, to the east boundary of that certain parcel of land as described in Quitclaim Deed dated March 23, 2009, recorded as Instrument Number 2202175000, records of Kootenai County, Idaho;

thence North 00° 55' 34" East, along said east boundary, a distance of 25.64 feet and the POINT OF BEGINNING.



Containing 4,537 Square Feet, more or less.

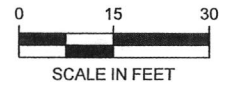
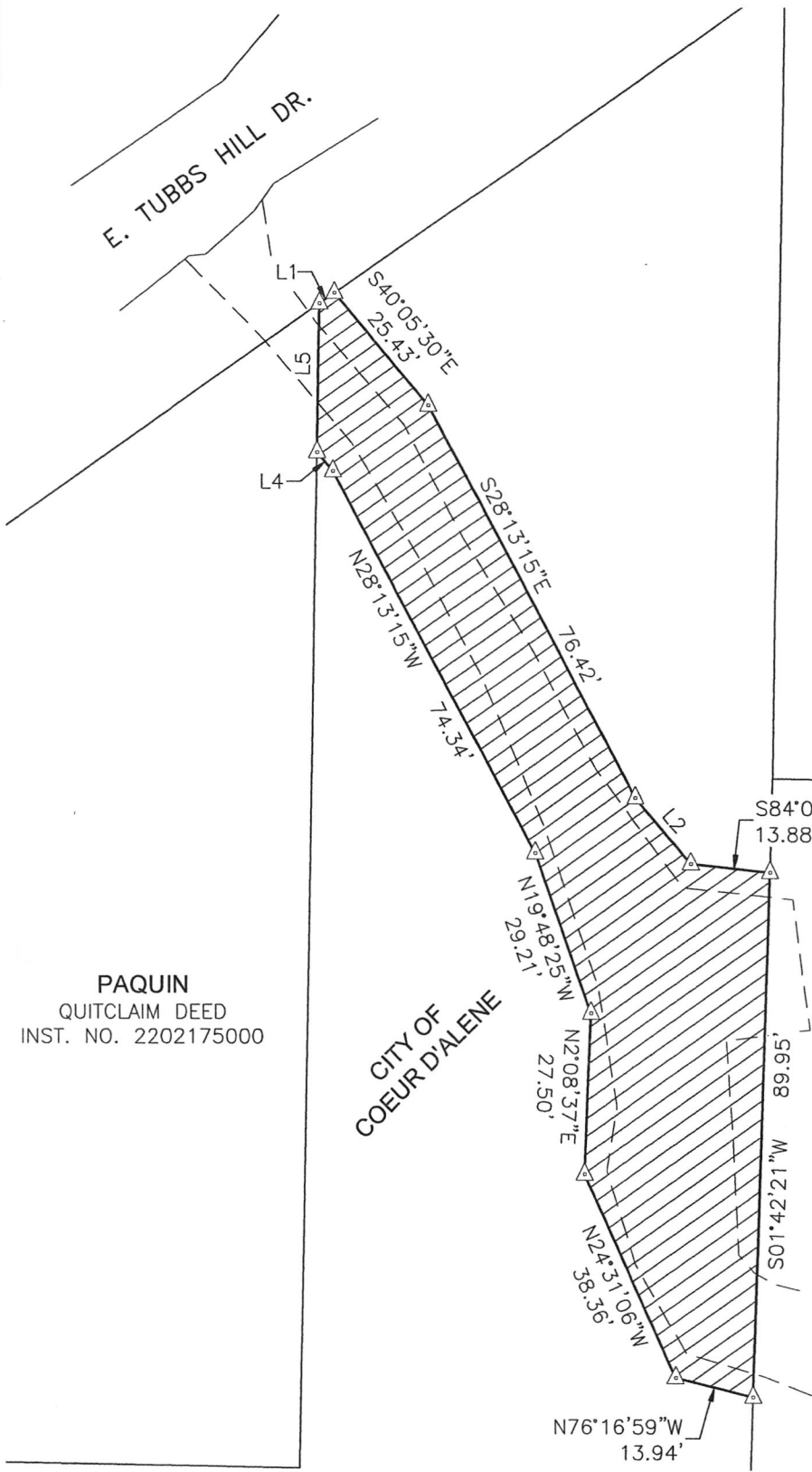
SUBJECT TO: Existing right-of-way and easements of records and/or appearing on above-described parcel.


PROFESSIONAL LAND SURVEYOR  
LICENSED  
13419  
STATE OF IDAHO  
GEREMY J. RUSSELL

Digitally Signed on:  
Jan 05, 2016

E. TUBBS HILL DR.



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N54°57'34"E | 3.18'  |
| L2         | S40°16'36"E | 14.81' |
| L4         | N40°05'30"W | 4.29'  |
| L5         | N00°55'34"E | 25.64' |

*Jeremy Russell*

PROFESSIONAL LAND SURVEYOR  
 LICENSED  
 13419  
 STATE OF IDAHO  
 GEREY J. RUSSELL

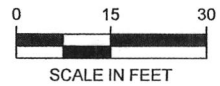
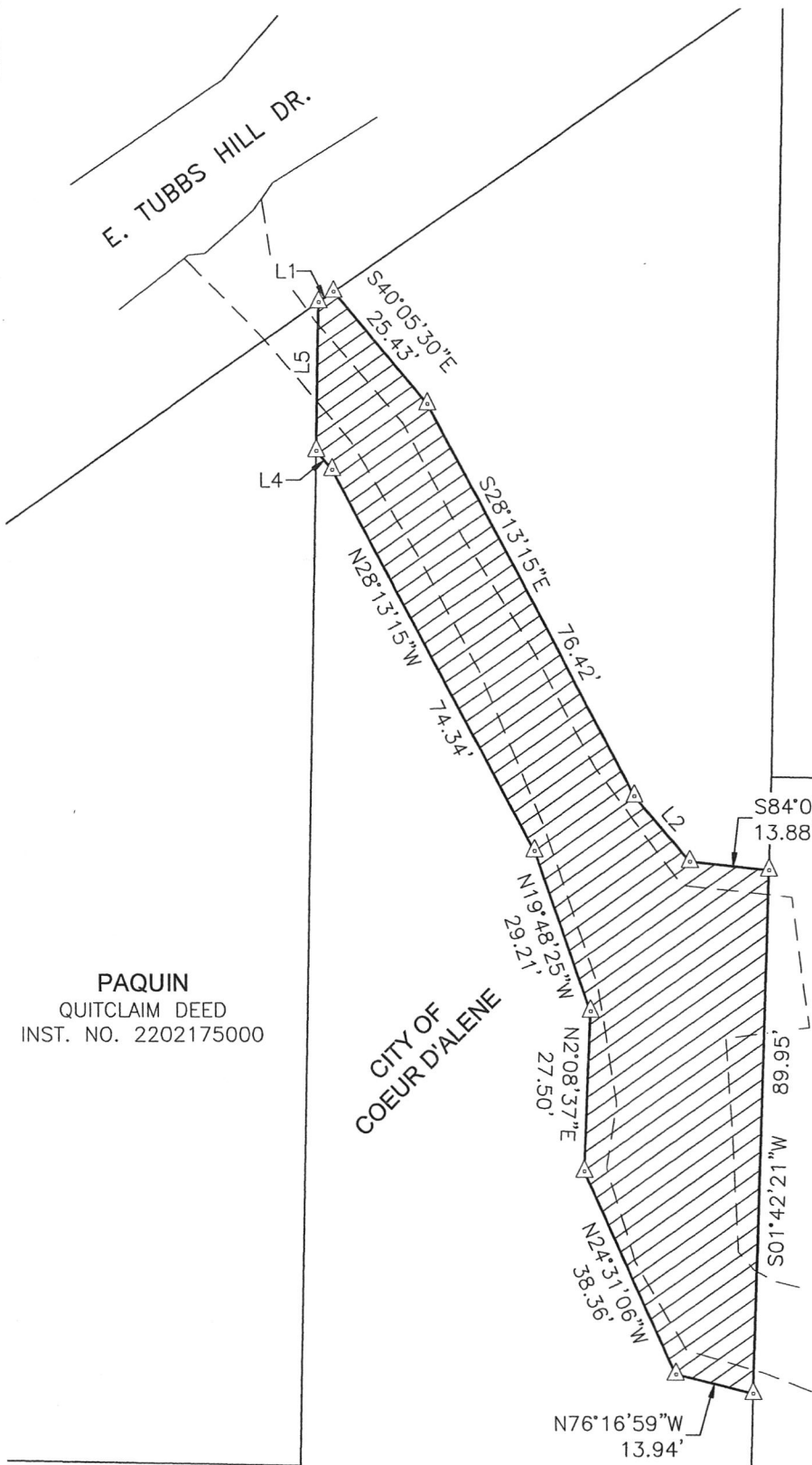
Digitally Signed on:  
 Jan 05, 2016



J-U-B ENGINEERS, INC.

EXHIBIT  
 ACCESS AND UTILITY EASEMENT  
 to LEONA HASSEN  
 from THE CITY OF COEUR D'ALENE

E. TUBBS HILL DR.



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N54°57'34"E | 3.18'  |
| L2         | S40°16'36"E | 14.81' |
| L4         | N40°05'30"W | 4.29'  |
| L5         | N00°55'34"E | 25.64' |

PAQUIN  
QUITCLAIM DEED  
INST. NO. 2202175000

CITY OF  
COEUR D'ALENE

HASSEN  
REAL PROPERTY DEED TO TRUST  
INST. NO. 2155871000

- LEGEND**
- = EXISTING EDGE OF DRIVEWAY
  - = PROPOSED ACCESS AND UTILITY EASEMENT

*Jeremy Russell*

Digitally Signed on:  
Jan 05, 2016



EXHIBIT  
ACCESS AND UTILITY EASEMENT  
to LEONA HASSEN  
from THE CITY OF COEUR D'ALENE

CITY COUNCIL  
STAFF REPORT

DATE: April 4, 2016

FROM: Lee White, Chief of Police

SUBJECT: Addendum to School Resource Officer contract for school year 2015-2016 with North Idaho College, for SRO services during summer

---

**Decision Point:** The police department requests approval of the attached addendum to the School Resource Officer contract with North Idaho College to provide services during the summer months.

**History:** The City has a current contract with North Idaho College to provide one School Resource Officer during the regular school year. The College would like to have a School Resource Officer (SRO) during the summer months and is willing to fund that position. The Police Department supports this request and would utilize the existing SRO to perform this duty.

**Financial Analysis:** The College would pay \$9,221 for this service, which is consistent with the funding model used in the current contract.

**Performance Analysis:** This partnership with North Idaho College is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of the College and the community.

**Decision Point:** The police department requests approval of the attached addendum to the School Resource Officer contract with North Idaho College to provide services during the summer.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICER  
NORTH IDAHO COLLEGE SUPPLEMENTAL FY 2015-16

THIS AGREEMENT is entered into this 19<sup>th</sup> day of April, 2016, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration on the NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus allows for, in addition to basic law enforcement services, an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

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

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officer will facilitate classroom and faculty presentations related the law, at NIC. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have the officer attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.
6. CITY agrees that the School Resource Officer (SRO) will be assigned to the campus during normal business hours between May 16, 2016 and June 30, 2016.

## II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and
2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. NIC agrees the officer shall be responsible primarily to their Police Department Supervisor and secondarily to the President or their designee at NIC
4. NIC agrees to pay all overtime for the School Resource Officer.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officer including but not limited to alleged Civil Rights violations.

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

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment therefore the amount of Nine Thousand and Two Hundred Twenty-One dollars and 00/100 (\$9,221.00) to be billed by June 1, 2016. All overtime expenses will be billed quarterly.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2015-2016 NIC fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2017, both parties shall meet to evaluate the program prior to deciding whether to continue.

#### VI. IDAHO LAW CONTROLS

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

#### VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

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

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the 19<sup>th</sup> day of April, 2016, and, pursuant to Resolution No. 16-021, the Council has authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Joe Dunlap, President

Attest:

Attest:

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

\_\_\_\_\_  
Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_\_ day of April, 2016.

By: \_\_\_\_\_  
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Mark Lyons, Attorney for North Idaho College



CITY COUNCIL  
STAFF REPORT

DATE: April 4, 2016

FROM: Lee White, Chief of Police

SUBJECT: School Resource Officer Contract for School Year 2016-2017 with North Idaho College

---

**Decision Point:** The police department requests approval of the attached contract with North Idaho College to provide School Resource Officer services for school year 2016-2017.

**History:** The City has maintained a contract with North Idaho College to provide one School Resource Officer during the regular school year for several years. This contract is similar to previous year's contracts; however, it allows for SRO services year-round and provides updated dollar amounts for the additional months and increase in SRO wages. The Police Department supports this request and would utilize the existing SRO to perform this duty.

**Financial Analysis:** North Idaho College agrees to pay \$68,500 for this service, plus any overtime associated with this function. This amount covers roughly 75% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the College.

**Performance Analysis:** This partnership with North Idaho College is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of the College and the community.

**Decision Point:** The police department requests approval of the attached contract with North Idaho College to provide School Resource Officer services for school year 2016-2017.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
NORTH IDAHO COLLEGE FISCAL YEAR 2016-2017

THIS AGREEMENT is entered into this 19<sup>th</sup> day of April, 2016, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as "NIC," and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration, on NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus allows for, in addition to basic law enforcement services, an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

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

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2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officer will facilitate classroom and faculty presentations related the law at the NIC campus. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, schedule security activities as needed, and be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have the officer attend various sporting events and other extracurricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.
6. CITY agrees that the School Resource Officer (SRO) will be assigned to the campus year round.

## II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and
2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. NIC agrees the officer shall be primarily responsible to their Police Department Supervisor and secondarily to the President or their designee at NIC
4. NIC agrees to pay all overtime for the School Resource Officer.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officer including but not limited to alleged Civil Rights violations.

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

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay, and CITY agrees to accept, in full payment therefor the amount of Sixty-Eight Thousand and Five Hundred dollars and 00/100 (\$68,500.00) to be billed the first (July, August, September) and third quarter (January, February, March) of the year. All overtime expenses will be billed quarterly.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2016-2017 NIC fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2017, both parties shall meet to evaluate the program prior to deciding whether to continue.

#### VI. IDAHO LAW CONTROLS

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

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

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representatives on the 19<sup>th</sup> day of April, 2016, and, pursuant to Resolution No. 16-021, the Council has authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Joe Dunlap, President

Attest:

Attest:

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

\_\_\_\_\_  
Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_\_ day of April, 2016.

By: \_\_\_\_\_  
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Mark Lyons, Attorney for North Idaho College



# Coeur d'Alene Police Department

*Protect and Serve with Excellence*

3818 SCHREIBER WAY  
COEUR D'ALENE, IDAHO 83815  
(208) 769-2321  
www.cdapolicy.org

## GENERAL SERVICES COMMITTEE STAFF REPORT

**DATE:** April 5<sup>th</sup>, 2016  
**FROM:** Lieutenant Bill McLeod  
**SUBJECT:** Declaration of Surplus Drug Task Force Vehicle

### Decision Point

Should the City Council authorize the declaration of one City owned vehicle purchased by drug seizure asset funds as surplus and sell at an auction?

### History

This vehicle was acquired in June 2001 using drug seizure asset funds for use by a Supervisor of the Drug Task Force. This vehicle has reached the end of its usable life within the Department. Due to vehicle condition, maintaining the vehicle would be cost prohibitive.

### Financial Impact

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 15% commission for sales up to \$1000 and 10% for sales over \$1000.

Any financial gain from the sale of this surplus vehicle is returned to the Drug Asset Seizure account, maintained by the Police Department.

### Decision Point/Recommendation

Staff recommends the City Council authorize the declaration of one vehicle assigned to the Police Department as surplus and sell at an auction.

### Vehicle Surplus List

2000 Ford Taurus – VIN #1FAFP55U2YG256826

# GENERAL SERVICES STAFF REPORT

**DATE:** April 11, 2016  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** **DECLARE SURPLUS USED EQUIPMENT**

---

## **DECISION POINT:**

The purpose of this report is for consent to declare a (1) 2006 F550 Super duty VIN # 1FDAW57P36EB50677 and (2) 1999 School Bus VIN# 1HVBBABP2XH203206 to be deemed surplus and authorization to auction.

## **HISTORY:**

This vehicle was used as transportation for water crews that eventually was replaced by another truck. This vehicle has 50,000 miles; more importantly idle hours at the jobsite are significant. A short list of experience with the truck is 3 times the turbocharger was repaired/ replaced under warranty, the fuel injection control module was replaced, the fuel injectors (deep inside the engine) were replaced at a repair shop and once again it is starting and running poorly. The 6 liter engine of this vintage is known to be very prone to excessive failures.

The District 271 donated the International 3800 bus to our PD department several years ago and PD does not see a use for it.

## **PERFORMANCE ANALYSIS**

These vehicles need work on the motors or a motor replacement and are deemed of little value to the departments. We assess needs throughout the city to provide or offer in-house before we send items to surplus.

## **FINANCIAL ANALYSIS**

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. The department will shuttle items to Post Falls.

## **DECISION POINT:**

The purpose of this report is to ask for Council Consent to declare these vehicles surplus.





# ANNOUNCEMENTS

**GENERAL SERVICES COMMITTEE**

## **GENERAL SERVICES STAFF REPORT**

**DATE:** 4/11/2016

**FROM:** Monte McCully, Trails Coordinator

**SUBJECT:** **Bikeshare Program** (City Council – action required)

---

**DECISION POINT:**

The Parks and Recreation Commission has made a recommendation to the General Services Committee that the city begin reviewing options for a bikeshare program.

**HISTORY:**

One of the steps in making our city friendlier to bicycles is to create a bikeshare program. This would provide people the opportunity to check out or rent a bike from various locations around town. The city attempted to create their own bikeshare more than 10 years ago by leaving bikes around town for people to use for free but most of the bikes went missing. These 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 bikeshare programs.

**FINANCIAL ANALYSIS:**

The City's cost for this project is zero. The company we are speaking with installs the infrastructure, provides the bikes, provides the repair and rebalancing contracts and does their own tech support. This company will go out with our help and solicit sponsors to fund the program. If enough sponsors cannot be found, then the City will not initiate this program.

**PERFORMANCE ANALYSIS:**

Providing a bikeshare program will give both citizens and visitors a means to get around and recreate in our city that they may not have had the opportunity to do before. This will help us reach our goal as a silver status bike friendly community and help us achieve all-star status in our 'Let's Move! Cd'A' program.

**DECISION POINT RECOMMENDATION:**

Does the General Services Committee recommend to City Council approval for Parks & Recreation staff to start looking into a bike share program?



## Bike Sharing for Coeur d'Alene



### Cd'A Bikeshare Program

#### Fully Automated Bike Sharing

- Connected bikes, racks and signage
- Tracking technology
- Complete maintenance
- 24/7 rider support
- Industry-standard insurance
- Sponsorship Funded

All-inclusive

Contractor does everything.



**Hardware**

Everything you need

We provide the bikes, the racks, liability coverage, and the technology that is ready to go upon arrival.



**Setup and Maintenance**

By our professional staff

Our trained and friendly staff will install and provide the ongoing maintenance needed to keep your program running smoothly.



**Marketing Support**

All the tools you need

Our team provides you with the marketing materials and support needed to successfully promote your program to your riders.



**Account Management**

For both you and the riders

We provide you with a dedicated account manager and provide your riders with a 24/7/365 call center.

Station Locations

Stations will be in high use areas around town



**PROGRAM MANAGEMENT**  
 Program Oversight: City of Coeur d'Alene  
 Bike Share Operation: Zagster, Inc.

**SYSTEM COVERAGE AREA (PHASE ONE)**  
 The proposed service area for the first phase of the system includes Downtown, Midtown, the Education Corridor, Riverstone, McEwen Campus, and Kootenai Health Campus.

**6** PROPOSED STATIONS IN PHASE ONE  
**40** PROPOSED BIKES IN PHASE ONE  
**80** PROPOSED BIKE PARKING SPACES

A user can pick up a bike in one location and drop it off in another.



## How to Sign Up

### Via Web

### Via App

## How To Ride

**Get a code**

**Enter it on the bike**

**Return happy**

### Co-Branding Opportunities



### Baskets



### Co-Branding Opportunities



Zagster [LOCATIONS](#) [PRICING](#) [HOW IT WORKS](#) [FAQS](#) [JOIN](#) [LOGIN](#)

**SWAN CITY CYCLES** Bike Share for Lakeland

Sponsored by

Join and ride with our app. [GET IT FOR IPHONE & ANDROID](#)

**Locations**

Marketing Support Examples



**Email**

**Poster**

**One-sheet**

**6" x 9"**

**Grab a bike and go!**

Co-Branding Opportunities



**Join today!**

Getting started is easy...

- Click [HERE](#) to join
- Locate the bikes on the southwest side of the parking deck
- Follow the easy instructions below and enjoy your ride!

One time membership fee \$20  
Rentals are free up to 6 hours  
Rentals over 6 hours are \$15

Custom Signage

Custom Marketing



## How To Measure



### Zagster Dashboard



### Heat Mapping



## Simple Pricing



The contractor provide the full scope of our services (everything you need to run a bike share program from A-Z) as a flat fee paid annually. Sponsors will be approached to pay for the program.

| Included Services |                          |                               |
|-------------------|--------------------------|-------------------------------|
| Hardware          | Software                 | Operations                    |
| Bikes             | Zagster iOS App          | Complete Maintenance          |
| Docks             | Zagster Android App      | Repairs and Replacements      |
| Lockboxes         | Text Reservation Support | 24x7 Rider Phone Support      |
| Locks             | Custom Website           | \$2M General Liability Policy |
| Custom Branding   | Real-Time Data           | Marketing Assistance          |
| Custom Signage    | Administrative Dashboard | Dedicated Account Management  |

## Timeline

### Key Dates

### Cd'A Bikeshare Project Plan

|           |   |
|-----------|---|
| 2/18/2018 | City of Coeur d'Alene & Zagster Bikeshare Presentation      |
| 2/25/2016 | Project Planning Discussion; define scope                   |
| 3/4/2016  | Nick shares Sponsorship pdf with Cd'A bikeshare team        |
| 3/9/2016  | Cd'A bikeshare team present program to Ped/Bike Committee   |
| 4/5/2016  | Cd'A bikeshare team present program to Parks & Rec Commish. |
| 4/11/2016 | Cd'A bikeshare team present program to General Services     |
| 4/19/2016 | Cd'A bikeshare team present program to City Council         |
| May       | Zagster teams visits Cd'A to present to City and Sponsors   |
| June      | Deadline for sponsorships                                   |
| June      | Zagster provides City with bikeshare proposal               |
| August    | Bike stations and bikes are installed                       |
| August    | Coeur d'Alene bikeshare program is launched                 |



*City of Coeur d'Alene*  
**FIRE DEPARTMENT**  
*“City of Excellence”*



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Date: March 24, 2016

From: Craig Etherton, Fire Inspector

Re: New Fee Schedule removing fee for Burn permits.

Decision point: Approval of a new fee schedule by City Council resolution, with the elimination of Burn Permit Fees and allow the Fire Department to use the Idaho Department of Lands (IDL) on-line burn permit program.

History: The Idaho Department of Lands now has an online program for issuing yard waste and Slash burn permits. Two years ago we were approached to see if the City would be interested in joining this program. At that time it was decided that we would wait and review the program after it had been in place for a year or two. Through some informal discussions with NLFD and KCFR Fire Marshal's it appears that the program works very well for both departments

Financial Analysis: In 2015 we issued **154** yard waste burn permits for an income revenue of **\$308.00**. We also issued 1 Slash pile permit for a revenue of \$50.00. Each permit application and interaction takes an estimated 5-10 minutes of staff time. If a citizen tries to get a permit from their local station and they are out on a call it may require multiple trips or going to multiple stations to receive a burn permit.

Performance Analysis: If we 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, where the crew may be out on a call, or admin to obtain a permit

Recommendation: Remove \$2.00 burn permit fee's from the City's fee schedule and allow the Fire Department to utilize the IDL on-line burn permit program for distribution on garden waste burn permits.

RESOLUTION NO. 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.

WHEREAS, on April 5, 1994 the City approved Resolution No. 94-094, authorizing fees regarding slash burn permits and permits for burning garden waste, leaves, and pine needles;

WHEREAS, the Idaho Department of Lands (IDL) now has an online program for issuing yard waste and slash burn permits; and

WHEREAS, the Coeur d'Alene Fire Department desires to join the online permit program that would allow citizens to go online at their convenience for a permit for the burn of garden waste, leaves, and pine needles; and

WHEREAS, after recommendation by the Fire Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the two-dollar (\$2.00) burn permit fee for garden waste, leaves, and pine needles be removed from the City's Fee Schedule and authorizes the Fire Department to utilize the IDL on-line burn permit program for distribution of garden waste burn permits; NOW, THEREFORE,

BE IT RESOLVED, that the two-dollar (\$2.00) burn permit fee be and hereby is removed from the City's Fee Schedule.

DATED this 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_

OTHER BUSINESS

Date: March 28, 2016  
To: City Council  
Recommendation from: Childcare Commission By: Kathy Lewis, Liaison  
Subject: Municipal Code Changes regarding Childcare Licensing

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**DECISION POINT:** Should the Council request staff to prepare an ordinance to add the following recommended changes to Municipal Code Chapter 5.68, entitled Childcare Facilities regarding training requirements, safe sleep, electronic smoking, temperature control, insurance, and new renewal date.

**HISTORY:**

1. **TRAINING:** The current City and State code requirement for training is eight hours of continuing education annually. The State will be moving to 10 hours of continuing education next year, at which time the City would need to adopt the new standards. The Commission recommends increasing the required annual continuing education hours from eight to ten in advance of the state requirement.
2. **SAFE SLEEP TRAINING:** The State will implement some safe sleep training requirements in 2017. The Commission is recommending that all care givers be required to take a "Safe Sleep" class one time, which is a preventative measure for infant/toddler death from SIDS, in advance of the state requirement. Research has proven that how children are dressed, and their sleeping environment can prevent this death. Many facilities from time to time take infants, or the provider moves from Center to Center where they may have to care for an infant or toddler. By requiring that all providers to take this class one time, it will ensure that all providers have learned preventative measures that could save a life.
3. **SMOKING:** Electronic cigarettes have been introduced into the market. The liquid used in the equipment is highly toxic and even lethal to children. Currently smoking is prohibited inside the facility when children are present. The Commission is recommending that the language for smoking be enhanced to include any electronic nicotine delivery system or other tobacco use within the premises or within 25 of the premises including all doors and windows, or in vehicles when children are present. E-smoking materials must be maintained in a locked container any time the childcare facility is open for childcare.
4. **TEMPERATURE CONTROL:** The City has received complaints of childcare facilities being too cold or too hot to be safe for children. Without a requirement in Code, the City is unable to enforce a safe environment pertaining to temperature. The Centers for Disease Control and Prevention remind adults that infants and young children are sensitive to the effects of extreme heat and must rely on others to keep them cool and hydrated. By adding this requirement, Code Enforcement, the Fire Inspector, or the Health Inspector can require more ventilation, installation of fans, open windows, add heat sources, and/or move children to a different room or place.
5. **INSURANCE:** State Childcare regulations require that all facilities maintain liability insurance. There is no minimum amount required but the City must add this requirement to licensing to be in compliance with State regulations.
6. **RENEWAL DUE DATE:** The Childcare licenses all expire annually on December 31. Many applicants turn in their license documentation on the final day, which does not allow time for processing. If their licenses are not processed by January 1, they are operating without a license in violation of state statutes. Therefore, this change will provide additional time to stay in compliance while their city license is being processed. The recommendation is to require all license submittals to be submitted and all fees paid for inspection by December 1 annually. Additionally, new penalties for non-compliance will include a double fine between December 1 and 31 and providers would not be allowed

to work on premises after December 31. If a facility allows a non licensed person to work, they are subject to possible revocation of their license.

### ***PERFORMANCE ANALYSIS and QUALITY OF LIFE***

By increasing the required hours of training, care providers will be more knowledgeable to provide citizens with a safer place for children. This field often attracts entry level personnel which require some special training. Low cost training is available in this area due to Idaho Stars and an active Childcare Resource Center, which provide scholarships to both centers and individual providers. The Childcare Commission also provides annual free workshops. Best practices often change in this field. Safe sleep training may save lives. Restricting electronic smoking will help prevent children from access to lethal smoking matter and also inhalation, which is currently being questioned in health circles. It also affects other non-smoking employees, as well as setting a good modeling habit for children. By implementing temperature standards, the field inspectors will be able to require some changes to the environment when conditions are extreme in a childcare. Requiring proof of liability insurance will bring the City into compliance with the state code. Changing the licensing deadlines will ensure new licenses are in place by the required expiration.

### ***FINANCIAL IMPACT:***

1. TRAINING /SAFE SLEEP: Low cost training and scholarships are available through the Idaho Stars program, the City, and the Childcare Resource Center. Online classes are available and listed on the City's website AT NO CHARGE. Some Centers pay for their staff training, others ask their employees to pay. The Commission seeks volunteers to provide training free of charge for their workshops.
2. ELECTRONIC SMOKING: No financial impact to the City. There may be a small cost to providers to purchase a locking container for their supplies.
3. TEMPERATURE: There may be a cost to the provider to purchase ceiling fans, portable fans, or portable heaters. It may be a simple solution to move children to a room that has adequate heat or ventilation if the circumstance arises.
4. LIABILITY INSURANCE: This may create a cost to the provider in they currently do not carry any insurance, but in the case of a problem, may save the provider a great deal of expense.
5. CHANGE OF LICENSING DATE: This will not increase any cost to the facility or staff unless submitted late, which could result a double fee or facility closure.

### ***DECISION POINT:***

- 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
  3. Prohibitions on electronic nicotine delivery system or tobacco use when childcare is operating
  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
  6. Require all licensing documentation and fees to be submitted to the City by December 1 annually and provide additional penalties
- Direct staff to amend the code with some combination of the requested amendments.



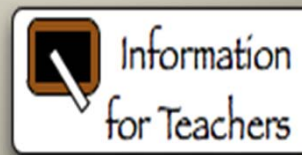
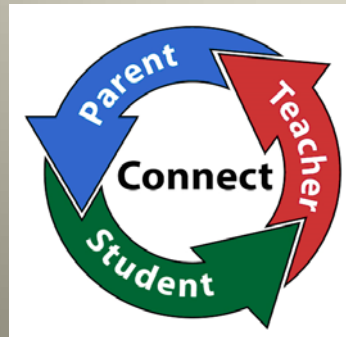
# CHILDCARE COMMISSION RECOMMENDATIONS for code changes

*April 2016*



## 1. INCREASE TRAINING

Upgrade the required continuing education hours from eight to ten



## 2. SAFE SLEEP

Require all providers at least once attend a Safe Sleep Class (one hour) to learn how to properly avoid the risk of a child's death from SIDS



- \* All programs to have a Safe Sleep Policy
- \* All programs required to follow Safe Sleep practices

## 3. PROHIBIT E-SMOKING WHEN CHILDCARE IN OPERATION

Prohibit use of electronic nicotine delivery systems as well as smoking within premise and within 25 feet of premise or within a vehicle when children are present.

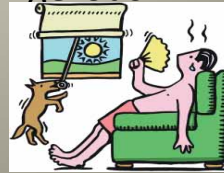


## 4. TEMPERATURE CONTROL

- Extreme temperatures are more harmful to children than adults
- Requirements added that when unsafe conditions prevail, a provider could be required to add heating, fans, ventilation, or other methods to alleviate a dangerous



situation



## 5. INSURANCE

- The State of Idaho Childcare licensing requires that all Center and Home facilities maintain liability and fire insurance

The City Code must be as strict as the State so this is a housekeeping item to add this provision in our Municipal Code



## 6. RENEWAL DUE DATE

### Change from Dec 31 to Dec 1 annually

#### PROCESSING

- Individual Provider
- Background check
  - CPR date of renewal
  - Pediatric First Aid renewal
  - Continuing Education Certs
  - Type individual wallet card
  - Laminate cards and mail

#### FACILITY

- Cleared Health Dept. inspection
- Approved Fire Dept. inspection
- Issue license
- Scan and remit CCRC/ICCP

#### CONSEQUENCES

1. Failure to submit by deadline – double fee
2. Not completed by Dec 31 individual unable to work
3. Facility not complete- closure
4. Facility working non-licensed provider may be subject to revocation of license



## Action from Council

- 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
  3. Prohibitions on electronic nicotine delivery system or tobacco use when childcare is operating
  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
  6. Require all licensing documentation and fees to be submitted to the City by December 1 annually and provide additional penalties
- Direct staff to amend the code with some combination of the requested amendments.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

| FUND  | BALANCE<br>2/29/2016 | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>3/31/2016 |
|---|----------------------|--------------------|--------------------|----------------------|
| <u>General-Designated</u>                   | \$375,411            | \$56,941           | \$616              | \$431,736            |
| <u>General-Undesignated</u>                 | 16,456,841           | 1,566,323          | 3,032,459          | 14,990,705           |
| <u>Special Revenue:</u>                     |                      |                    |                    |                      |
| Library                                     | 376,481              | 14,407             | 126,577            | 264,311              |
| CDBG  | (4,176)              | 11,575             | 18,143             | (10,744)             |
| Cemetery                                    | (60,736)             | 8,540              | 20,867             | (73,063)             |
| Parks Capital Improvements                  | 438,649              | 45,039             | 2,703              | 480,985              |
| Impact Fees                                 | 4,100,997            | 34,695             | 1,700              | 4,133,992            |
| Annexation Fees                             | 94,378               | 25                 |                    | 94,403               |
| Insurance                                   | 54,567               | 22,584             |                    | 77,151               |
| Cemetery P/C                                | 1,718,850            | 28,974             | 345                | 1,747,479            |
| Jewett House                                | 16,416               | 13,504             | 4,502              | 25,418               |
| Reforestation                               | 23,558               | 166                |                    | 23,724               |
| Street Trees                                | 222,660              | 9,601              | 600                | 231,661              |
| Community Canopy                            | 1,814                | 185                | 27                 | 1,972                |
| CdA Arts Commission                         | 2,327                | 1                  |                    | 2,328                |
| Public Art Fund                             | 60,054               | 16                 | 396                | 59,674               |
| Public Art Fund - LCDC                      | 426,817              | 116                |                    | 426,933              |
| Public Art Fund - Maintenance               | 109,937              | 30                 | 599                | 109,368              |
| <u>Debt Service:</u>                        |                      |                    |                    |                      |
| 2002 & 2006 G.O. Bonds                      | 942,454              | 7,038              |                    | 949,492              |
| LID Guarantee                               | 40,772               | 11                 |                    | 40,783               |
| LID 130 Lakeside / Ramsey / Industrial Park | -                    |                    |                    | -                    |
| LID 149 4th Street                          | 7,787                |                    |                    | 7,787                |
| <u>Capital Projects:</u>                    |                      |                    |                    |                      |
| Street Projects                             | 97,735               | 315,771            | 59,647             | 353,859              |
| <u>Enterprise:</u>                          |                      |                    |                    |                      |
| Street Lights                               | 19,469               | 66,282             | 49,735             | 36,016               |
| Water                                       | 1,314,105            | 291,094            | 419,467            | 1,185,732            |
| Water Capitalization Fees                   | 3,942,955            | 84,368             |                    | 4,027,323            |
| Wastewater                                  | 5,518,211            | 739,736            | 924,492            | 5,333,455            |
| Wastewater-Reserved                         | 964,961              | 27,500             |                    | 992,461              |
| WWTP Capitalization Fees                    | 5,059,059            | 71,362             |                    | 5,130,421            |
| WW Property Mgmt                            | 60,668               |                    |                    | 60,668               |
| Sanitation                                  | (39,512)             | 358,280            | 358,339            | (39,571)             |
| Public Parking                              | 15,458               | 7,504              | 18,074             | 4,888                |
| Drainage                                    | 513,217              | 93,105             | 196,207            | 410,115              |
| Wastewater Debt Service                     | 1,338,041            | 362                | 322,420            | 1,015,983            |
| <u>Fiduciary Funds:</u>                     |                      |                    |                    |                      |
| Kootenai County Solid Waste Billing         | 203,952              | 218,995            | 203,952            | 218,995              |
| LID Advance Payments                        | 250                  |                    |                    | 250                  |
| Police Retirement                           | 1,435,858            | 90,293             | 97,078             | 1,429,073            |
| Sales Tax                                   | 1,705                | 2,882              | 1,705              | 2,882                |
| BID   | 138,688              | 8,153              |                    | 146,841              |
| Homeless Trust Fund                         | 394                  | 411                | 394                | 411                  |
| <b>GRAND TOTAL</b>                          | <b>\$45,991,071</b>  | <b>\$4,195,869</b> | <b>\$5,861,044</b> | <b>\$44,325,896</b>  |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 Six MONTH ENDED  
 March 31, 2016

| FUND OR<br>DEPARTMENT | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2016 | PERCENT<br>EXPENDED |
|-----------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council         | Personnel Services     | \$235,945         | \$117,885               | 50%                 |
|                       | Services/Supplies      | 11,400            | 5,877                   | 52%                 |
| Administration        | Personnel Services     | 256,143           | 99,267                  | 39%                 |
|                       | Services/Supplies      | 49,120            | 26,876                  | 55%                 |
| Finance               | Personnel Services     | 669,468           | 337,055                 | 50%                 |
|                       | Services/Supplies      | 128,610           | 72,731                  | 57%                 |
| Municipal Services    | Personnel Services     | 1,100,049         | 567,260                 | 52%                 |
|                       | Services/Supplies      | 487,725           | 275,082                 | 56%                 |
|                       | Capital Outlay         |                   |                         |                     |
| Human Resources       | Personnel Services     | 213,211           | 104,823                 | 49%                 |
|                       | Services/Supplies      | 51,650            | 12,934                  | 25%                 |
| Legal                 | Personnel Services     | 1,101,327         | 588,813                 | 53%                 |
|                       | Services/Supplies      | 98,853            | 49,802                  | 50%                 |
| Planning              | Personnel Services     | 521,558           | 241,284                 | 46%                 |
|                       | Services/Supplies      | 37,350            | 15,705                  | 42%                 |
| Building Maintenance  | Personnel Services     | 350,898           | 156,583                 | 45%                 |
|                       | Services/Supplies      | 146,875           | 57,497                  | 39%                 |
|                       | Capital Outlay         |                   |                         |                     |
| Police                | Personnel Services     | 11,109,117        | 5,409,621               | 49%                 |
|                       | Services/Supplies      | 1,120,843         | 619,195                 | 55%                 |
|                       | Capital Outlay         | 1,042,615         | 495,069                 | 47%                 |
| Fire                  | Personnel Services     | 7,700,642         | 4,023,545               | 52%                 |
|                       | Services/Supplies      | 597,093           | 157,218                 | 26%                 |
|                       | Capital Outlay         | 5,270,000         | 445,326                 | 8%                  |
| General Government    | Services/Supplies      | 49,250            | 50,492                  | 103%                |
|                       | Capital Outlay         |                   | 7,695                   |                     |
| Byrne Grant (Federal) | Services/Supplies      |                   | 39,117                  |                     |
|                       | Capital Outlay         |                   |                         |                     |
| COPS Grant            | Personnel Services     |                   |                         |                     |
|                       | Services/Supplies      |                   |                         |                     |
| CdA Drug Task Force   | Services/Supplies      | 29,710            | 4,728                   | 16%                 |
|                       | Capital Outlay         |                   |                         |                     |
| Streets               | Personnel Services     | 2,138,021         | 1,126,481               | 53%                 |
|                       | Services/Supplies      | 680,080           | 249,020                 | 37%                 |
|                       | Capital Outlay         | 80,000            | 55,010                  | 69%                 |
| Engineering Services  | Personnel Services     | 556,456           | 284,092                 | 51%                 |
|                       | Services/Supplies      | 749,560           | 47,129                  | 6%                  |
|                       | Capital Outlay         |                   |                         |                     |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 Six MONTH ENDED  
 March 31, 2016

| FUND OR DEPARTMENT         | TYPE OF EXPENDITURE | TOTAL BUDGETED    | SPENT THRU 3/31/2016 | PERCENT EXPENDED |
|----------------------------|---------------------|-------------------|----------------------|------------------|
| Parks                      | Personnel Services  | 1,409,262         | 554,080              | 39%              |
|                            | Services/Supplies   | 518,800           | 145,469              | 28%              |
|                            | Capital Outlay      | 45,000            | 24,670               | 55%              |
| Recreation                 | Personnel Services  | 575,554           | 281,038              | 49%              |
|                            | Services/Supplies   | 143,430           | 48,559               | 34%              |
|                            | Capital Outlay      | 5,000             | 12,694               | 254%             |
| Building Inspection        | Personnel Services  | 838,421           | 428,661              | 51%              |
|                            | Services/Supplies   | 50,920            | 17,058               | 33%              |
|                            | Capital Outlay      | 47,792            | 47,792               | 100%             |
| Total General Fund         |                     | <u>40,217,748</u> | <u>17,303,233</u>    | <u>43%</u>       |
| Library                    | Personnel Services  | 1,172,301         | 571,513              | 49%              |
|                            | Services/Supplies   | 196,850           | 85,771               | 44%              |
|                            | Capital Outlay      | 140,000           | 67,107               | 48%              |
| CDBG                       | Services/Supplies   | 529,424           | 53,414               | 10%              |
| Cemetery                   | Personnel Services  | 173,772           | 80,397               | 46%              |
|                            | Services/Supplies   | 100,500           | 28,906               | 29%              |
|                            | Capital Outlay      | 30,000            | 30,095               | 100%             |
| Impact Fees                | Services/Supplies   | 1,842,000         | 286,107              | 16%              |
| Annexation Fees            | Services/Supplies   |                   |                      |                  |
| Parks Capital Improvements | Capital Outlay      | 524,000           | 178,780              | 34%              |
| Insurance                  | Services/Supplies   | 372,000           | 177,616              | 48%              |
| Cemetery Perpetual Care    | Services/Supplies   | 127,500           | 40,335               | 32%              |
| Jewett House               | Services/Supplies   | 29,355            | 9,398                | 32%              |
| Reforestation              | Services/Supplies   | 2,000             | 1,382                | 69%              |
| Street Trees               | Services/Supplies   | 100,000           | 28,392               | 28%              |
| Community Canopy           | Services/Supplies   | 1,500             | 440                  | 29%              |
| CdA Arts Commission        | Services/Supplies   | 7,300             |                      |                  |
| Public Art Fund            | Services/Supplies   | 324,000           | 29,671               | 9%               |
| Total Special Revenue      |                     | <u>5,672,502</u>  | <u>1,669,324</u>     | <u>29%</u>       |
| Debt Service Fund          |                     | <u>882,660</u>    | <u>79,701</u>        | <u>9%</u>        |



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
Six MONTH ENDED  
March 31, 2016

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2016 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Seltice Way Design            | Capital Outlay         | 555,000           |                         |                     |
| Seltice Way Sidewalks         | Capital Outlay         | 79,000            |                         |                     |
| Front Avenue Project          | Capital Outlay         |                   |                         |                     |
| Govt Way - Hanley to Prairie  | Capital Outlay         | 50,000            | 27,244                  | 54%                 |
| Levee Certification           | Capital Outlay         | 498,000           | 17,157                  | 3%                  |
| I-90 Curb Ramps               | Capital Outlay         |                   |                         |                     |
| 15th Street                   | Capital Outlay         | 150,000           | 20,669                  |                     |
| Mullan Road Realignment       | Capital Outlay         | 1,000,000         |                         |                     |
| Kathleen Avenue Widening      | Capital Outlay         | 325,000           |                         |                     |
| Margaret Avenue               | Capital Outlay         | 65,000            |                         |                     |
| Ironwood / US 95              | Capital Outlay         | 120,000           | 106,366                 |                     |
| Total Capital Projects Funds  |                        | 2,842,000         | 171,436                 | 6%                  |
| Street Lights                 | Services/Supplies      | 584,150           | 205,806                 | 35%                 |
| Water                         | Personnel Services     | 1,965,322         | 926,669                 | 47%                 |
|                               | Services/Supplies      | 4,319,099         | 607,670                 | 14%                 |
|                               | Capital Outlay         | 2,026,000         | 436,793                 | 22%                 |
| Water Capitalization Fees     | Services/Supplies      | 850,000           |                         |                     |
| Wastewater                    | Personnel Services     | 2,506,979         | 1,196,777               | 48%                 |
|                               | Services/Supplies      | 7,060,119         | 1,161,927               | 16%                 |
|                               | Capital Outlay         | 4,520,000         | 689,329                 | 15%                 |
|                               | Debt Service           | 2,178,063         | 516,996                 | 24%                 |
| WW Capitalization             | Services/Supplies      | 2,500,000         |                         |                     |
| Sanitation                    | Services/Supplies      | 3,737,479         | 1,904,301               | 51%                 |
| Public Parking                | Services/Supplies      | 167,896           | 52,894                  | 32%                 |
|                               | Capital Outlay         |                   |                         |                     |
| Drainage                      | Personnel Services     | 107,327           | 53,818                  | 50%                 |
|                               | Services/Supplies      | 819,980           | 226,687                 | 28%                 |
|                               | Capital Outlay         | 330,000           | 127,465                 | 39%                 |
| Total Enterprise Funds        |                        | 33,672,414        | 8,107,132               | 24%                 |
| Kootenai County Solid Waste   |                        | 2,300,000         | 1,028,793               | 45%                 |
| Police Retirement             |                        | 170,900           | 84,447                  | 49%                 |
| Business Improvement District |                        | 186,000           | 50,000                  | 27%                 |
| Homeless Trust Fund           |                        | 5,000             | 2,185                   | 44%                 |
| Total Fiduciary Funds         |                        | 2,661,900         | 1,165,425               | 44%                 |
| TOTALS:                       |                        | \$85,949,224      | \$28,496,251            | 33%                 |