

ORDINANCE NO. 263

SUPPLEMENTAL ORDINANCE TO ORDINANCE NO. 238 PASSED OCTOBER 11, 2004

AN ORDINANCE OF THE CITY OF CLARK FORK, BONNER COUNTY, IDAHO SUPPLEMENTING ORDINANCE NO. 238, WHICH IS THE SOLID WASTE COLLECTION FRANCHISE GRANTED TO WASTE MANAGEMENT OF IDAHO INC., EXTENDING THE TERM OF THE FRANCHISE; PROVIDING SEVERABILITY; AUTHORIZING A ONE-TIME RATE INCREASE UP TO TWENTY PERCENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the solid waste franchise granted to Waste Management of Idaho Inc. on October 11, 2004, as Ordinance No.238, has an expiration date of May 1, 2014; and

WHEREAS, the City Council has determined that it is in the best interest of and consistent with the convenience and necessity of the City, as well as the protection of the public health and welfare, that the franchise not expire on May 1, 2014, and the term of the franchise be extended; and

WHEREAS, this supplemental ordinance is adopted pursuant to I.C. 50-344 and 50-329 to Waste Management of Idaho, Inc. and it has been determined that the provisions of chapter 28, title 67 of the Idaho Code shall not apply to solid waste collection for those reasons.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARK FORK, AS FOLLOWS:

SECTION 1: The City of Clark Fork, hereby grants an extension to the solid waste franchise contained in Ordinance No. 238 by replacing Paragraph 2 of that Ordinance with the following:

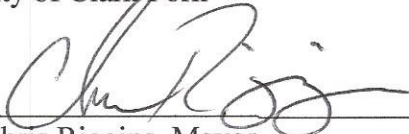
2. Term. The initial term of this Franchise shall be from May 1, 2004 through April 30, 2019, with options for consecutive five year extensions as mutually agreed. Franchisee shall notify the City no later than one hundred twenty (120) days prior to the expiration date of the initial term or any extensions of Franchisee's desire to exercise the franchise extension. The franchise will be automatically renewed upon such notice from the Franchisee, unless the City provides written notice of denial of the extension within sixty (60) days of receipt of the notice from the Franchisee.

SECTION 2. In addition to the rate increases authorized by Section 30 in the franchise adopted by Ordinance 238, the Franchisee may make a one-time increase in rates up to Twenty percent (20%) upon the passage of this ordinance. The Franchisee shall provide documentation to the City to justify the amount of the increase prior to adjusting the rate.

SECTION 3. EFFECTIVE DATE: This supplemental ordinance shall be in full force and effect upon publication thereof as required by law, and acceptance by the Franchisee.

PASSED by the city council of the city of Clark Fork, this 27 day of June, 2014.

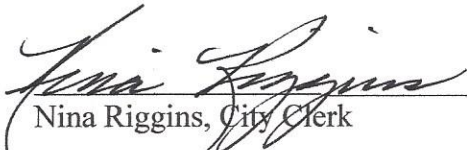
City of Clark Fork



Chris Riggins, Mayor

CITY COUNCIL MEMBERS:	Yes	No	Abstain	Absent
Russell W. Schenck	<u> ✓ </u>	<u> </u>	<u> </u>	<u> ✓ </u>
Harold Hilton	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Sharon Jeffers	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Donald Smith	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>

Attest:



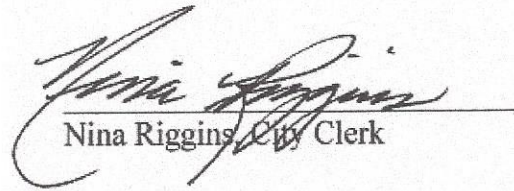
Nina Riggins, City Clerk

SUMMARY OF ORDINANCE NO. 263

The City of Clark Fork, Bonner County, Idaho, hereby gives notice of the adoption of Clark Fork Ordinance No. 263.

An ordinance of the city of Clark Fork, Bonner County, Idaho supplementing ordinance No. 238, which is the solid waste collection franchise granted to Waste Management of Idaho Inc., extending the term of the franchise; providing severability; authorizing a one-time rate increase up to twenty percent; and providing that the Ordinance be effective upon the publication of this Summary.

The full text of the summarized Ordinance No.263 is available at Clark Fork City Hall, 110 E. 3rd Avenue, in the office of the City Clerk.

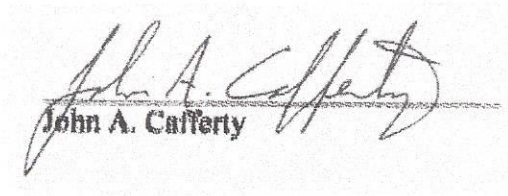


Nina Riggins, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISER

I, John A. Cafferty, am a legal adviser for the city of Clark Fork, Idaho. I have examined the attached summary of Clark Fork Ordinance No. 263, supplementing the solid waste franchise agreement with Waste Management Inc. and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.



John A. Cafferty

Date 7/1/14

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)

) ss.

County of Bonner)

Danielle Rucker, being first duly sworn on oath, deposes and states:

1. I am a citizen of the United States of America, over the age of 18 years, a resident of Bonner County, Idaho, and am not a party to the proceedings referred to in the attached Summary of Ordinance No 238. My business address is P.O. Box 159, Sandpoint, Idaho.

2. I am the Bookkeeper of the Bonner County Daily Bee, a newspaper of general publication in Bonner County, Idaho;

3. Said newspaper has been continuously and uninterruptedly published in Bonner County, Idaho during a period of 12 months prior to the first publication of said Notice, and thereafter.

4. The attached Notice was published in the regular and entire issue of the Bonner County Daily Bee for a period of 1 ^{day} ~~consecutive weeks~~, commencing on the 12 day of June, 2014, and ending on the 12 day of June, 2014.

Danielle Rucker

State of Idaho, county of Bonner ss.

On this 12 day of June, in the year of 2014, before me, Sherilyn Jones, Notary Public, personally appeared Danielle Rucker, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

Sherilyn Jones
Notary Public
Residing at: Sandpoint
Comm. Exp.: 2/24/17



**FIRST AMENDMENT TO
FRANCHISE FOR GARBAGE COLLECTION AND DISPOSAL
BETWEEN THE CITY OF CLARK FORK AND
WASTE MANAGEMENT OF IDAHO, INC.**

This FIRST AMENDMENT TO FRANCHISE FOR GARBAGE COLLECTION AND DISPOSAL BETWEEN THE CITY OF CLARK FORK AND WASTE MANAGEMENT OF IDAHO, INC. ("Amendment") is made and entered into between WASTE MANAGEMENT OF IDAHO, INC. ("Company") and THE CITY OF CLARK FORK ("City"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date, as defined herein.

RECITALS

WHEREAS on or about October 11, 2004, the Parties executed the *Franchise for Garbage Collection and Disposal Between the City of Clark Fork and Waste Management of Idaho, Inc. 2004-2009* (the "Franchise");

WHEREAS the Franchise has an expiration date of May 1, 2014;

WHEREAS the City Council has determined that it is in the best interest of and consistent with the convenience and necessity of the City, as well as the protection of the public health and welfare, that the Franchise not expire on May 1, 2014, and that the term of the Franchise should be extended; and

WHEREAS on or about June 27, 2014, the City Council adopted Ordinance No. 263, titled "*Supplemental Ordinance to Ordinance No. 238 Passed October 11, 2004*" which granted an extension to the Franchise;

WHEREAS Ordinance No. 263 provides that the Franchise shall be extended upon publication and acceptance by the Company;

WHEREAS subject to the terms and conditions herein, the Parties agree to amend the Franchise to provide for its extension and to adjust the rates as set forth herein;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

1. Effective Date. Upon execution of this Amendment by all Parties, as evidenced by the signatures below, the Parties agree that the Effective Date of this Amendment shall be May 1, 2004.

2. Amendment to Term of Franchise. Section 2 of the Franchise is hereby amended by deleting all of Section 2 and replacing it with the following:

2. Term. *The term of this Franchise shall be from May 1, 2004 through April 30, 2019, with options for consecutive five year extensions as mutually agreed. Company shall notify the City no later than one hundred twenty (120) days*

prior to the expiration date of the term or any extensions of Company's desire to exercise the Franchise extension. The Franchise will be automatically renewed upon such notice from the Company, unless the City provides written notice of denial of the extension within sixty (60) days of receipt of the notice from the Company.

3. Revision to Rates. Exhibit B to the Franchise is hereby deleted and replaced with **Exhibit B-1** attached hereto. All references in the Franchise to Exhibit B shall hereafter be deemed to be references to **Exhibit B-1**.


4. Other Terms Unaffected. Except as expressly provided herein, all other terms of the Franchise shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

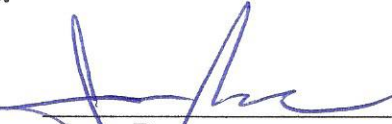
* * *

IN WITNESS WHEREOF, the Parties enter into this Amendment. Each person signing this Amendment represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

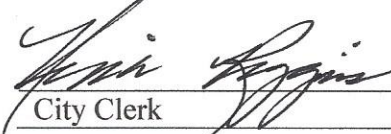
CITY OF CLARK FORK

By: 
Name: Chris Riggins
Title: Mayor
Date: Dec 4 14

WASTE MANAGEMENT OF IDAHO, INC.

By: 
Name: Jason Rose
Title: Vice President / President
Date: 7/14/14

ATTEST

By: 
Title: City Clerk

Attachment – Exhibit B-1

**FRANCHISE FOR GARBAGE COLLECTION AND DISPOSAL
BETWEEN THE CITY OF CLARK FORK AND
WASTE MANAGEMENT OF IDAHO, INC.**

**EXHIBIT B -1
RATES AND CHARGES
Effective 5-1-2014**

RESIDENTIAL RATES

DESCRIPTION	2014 AMOUNT
1 CAN 1 X MO	\$ 3.90
2 CAN 1 X MO	\$ 6.32
2 CAN 1 X WK	\$ 10.24
3 CAN 1 X WK	\$ 12.64
4 CAN 1 X WK	\$ 15.04
5 CAN 1 X WK	\$ 17.41
DRIVE IN SERVICE	\$ 11.27
DISTANCE 1 CAN	\$ 3.36
DIST. CHARGE - 2 CANS	\$ 4.96
TREE CHARGE	\$ 8.76
OVERSIZE CAN	\$ 1.42
EXTRA CAN	\$ 1.42
EXTRA YARD	\$ 6.43
35 Gal Cart 1 x Mo (senior)	\$ 5.29
64 Gal Cart 1 x Mo (senior)	\$ 8.05
64 Gal Cart 1 x Week	\$ 11.96
96 Gal Cart 1 x Week	\$ 14.72
Cart Delivery/Redelivery Fee	\$ 12.12

ROLLOFF RATES

DESCRIPTION	2014 AMOUNT
27 YARD HAUL	\$ 164.62
30 YARD HAUL	\$ 182.89
40 YARD HAUL	\$ 243.85
27 YARD RENT	\$ 108.95
30 YARD RENT	\$ 108.95
40 YARD RENT	\$ 108.95
15 YARD COMPACTOR HAUL	\$ 217.98
25 YARD COMPACTOR HAUL	\$ 217.98
30 YARD COMPACTOR HAUL	\$ 217.98
40 YARD COMPACTOR HAUL	\$ 217.98

COMMERCIAL RATES

DESCRIPTION	2014 AMOUNT
6YD WILL CALL	\$ 52.33
8YD WILL CALL	\$ 63.80
EXTRA CAN	\$ 1.57
EXTRA YARDAGE	\$ 6.43
1YD CONTAINER RENT	\$ 3.07
2 - 1YD CONTAINER RENT	\$ 6.10
1.5YD CONTAINER RENT	\$ 4.58
2YD CONTAINER RENT	\$ 6.10
3YD CONTAINER RENT	\$ 9.17
4YD CONTAINER RENT	\$ 12.24
6YD CONTAINER RENT	\$ 18.37
2 - 6YD CONTAINER RENT	\$ 36.73
8YD CONTAINER RENT	\$ 24.50
GATE CHARGE	\$ 14.17
DELIVERY CHARGE	\$ 48.42
RETURN TRIP	\$ 11.52
ROLL OUT CHARGE	\$ 15.76
LOCK CHARGES	\$ 24.23
CLEANING/SANITIZING	\$ 39.30
TREE CHARGE	\$ 8.16
35 Gal Cart 1 x Week	\$ 12.86
64 Gal Cart 1 x Week	\$ 19.42
96 Gal Cart 1 x Week	\$ 26.75
Cart Delivery/Redelivery Fee	\$ 12.12
1 CAN 1 X WK	\$ 11.45
2 CAN 1 X WK	\$ 17.66
3 CAN 1 X WK	\$ 24.66
4 CAN 1 X WK	\$ 31.58
5 CAN 1 X WK	\$ 38.57
1YD 1 X WK	\$ 30.25
1.5YD 1 X WK	\$ 36.86
2 YD 1 X WK	\$ 43.90
2 - 1YD 1 X WK	\$ 60.50
2YD 2 X WK	\$ 87.98
2YD 3 X WK	\$ 131.76
3YD 1 X WK	\$ 56.84
3YD 2 X WK	\$ 113.74
3YD 3 X WK	\$ 170.57
3YD CMP. 1 X WK	\$ 170.57
4YD 1 X WK	\$ 70.02
4YD 2 X WK	\$ 140.00
4YD 3 X WK	\$ 209.99
4YD 5 X WK	\$ 349.99
6YD 1 X WK	\$ 87.96
6YD 2 X WK	\$ 175.90
6YD 3 X WK	\$ 263.88
6YD 5 X WK	\$ 439.80
2 - 6YD 1 X WK	\$ 175.90
6YD CMP. 1 X WK	\$ 263.88
8YD 1 X WK	\$ 105.76
8YD 2 X WK	\$ 211.50
8YD 3 X WK	\$ 317.27
1YD WILL CALL	\$ 18.08
1.5YD WILL CALL	\$ 21.92
2YD WILL CALL	\$ 26.00
3YD WILL CALL	\$ 33.84
4YD WILL CALL	\$ 41.59