



# CITY OF VICTOR

PHONE (208) 274-7082 | [www.victoridaho.gov](http://www.victoridaho.gov)

## City Council Staff Report

REPORT DATE: June 25, 2025

MEETING DATE: June 25, 2025

SUBJECT	<b>RAD Curbside Franchise Agreement and Rate Adjustment</b>
ITEM TYPE	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Work Session <input checked="" type="checkbox"/> Action Item
PRESENTER	Jeremy Besbris, City Administrator

### APPLICABLE VICTOR VALUES

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Culturally Historic | <input type="checkbox"/> Sustainable     | <input type="checkbox"/> Connected to Nature            |
| <input type="checkbox"/> Small Town Feel     | <input type="checkbox"/> Family Friendly | <input checked="" type="checkbox"/> Administrative Need |

### PURPOSE & PROCESS

The purpose of this item is to seek City Council approval of several operative documents necessary for RAD Curbside's franchise to perform solid waste and recycling services in the City of Victor.

### BACKGROUND/ALTERNATIVES

RAD Curbside, Inc., (RAD) is a certified B-Corp providing solid waste and recycling services under a franchise agreement with the City of Victor.

### ATTACHMENTS

- 2025 Rate Adjustment Overview
- RAD 2025 Rate Card Adjustment
- Background and Overview: RAD Curbside Standalone Agreement
- 2025 City of Victor Rad Curbside Agreement (establishes the specific scope of work and relationship as it relates to RAD's services for the residents and businesses in the City of Victor)
- RAD-City of Victor Service Summary
- Resolution R582 (establishes a general set of standards for provision of service within city limits and identifies community goals)

### FISCAL IMPACT

There is no fiscal impact to the city. Note: by agreement, the city council, not RAD, determines the maximum rates for services. Also, by agreement, rates may not be increased more than once annually.

### STAFF IMPACT

N/A

### LEGAL REVIEW

Reviewed

### RECOMMENDATION

Staff recommend approval of the operative documents as attached.

SUGGESTED MOTION

**Rate Adjustment**

Suggested Motion: I move to approve the 2025 RAD proposed rate adjustment as presented.

**Resolution R582**

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Suggested Motion: I move to adopt Resolution R582, a resolution adopting a standard for all solid waste and recycling collection and transportation franchises as well as any other solid waste and recycling collection and transportation Service Providers[General Vote]

**Agreement**

Suggested Motion: I move to approve the RAD Curbside agreement, which outlines and manages the specific scope of work for RAD's services to residents and businesses within the City of Victor. [Roll Call Vote]



## RAD Curbside, Inc.

### 2025 Rate Adjustment Request

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#### First Rate Adjustment Request in 2 years & ~7 months (Fall of 2022)

Rate adjustment request due to significant increases in Cost of Living (CPI) / Inflation as reported by the Federal Bureau of Labor Statistics (BLS)

#### Rate Adjustment Request Allowance

##### 16. Rate Adjustments

Because the rates are Franchisee's sole compensation for the Collection Services, the rates must be sufficient to pay known and unknown costs that may increase over time. Accordingly, County and Franchisee agree that the rates may be increased ("Rate Adjustment") in an amount necessary to compensate Franchisee for:

A. Increase in fees, expenses or costs to Franchisee for the transfer, processing, transportation, recycling, or Disposal of Solid Waste and Recyclable Materials charged by the Transfer Station.

B. Franchisee may initiate a Rate Adjustment under this Paragraph not more than once annually. To obtain a Rate Adjustment, Franchisee shall prepare and submit to the County a rate adjustment setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs. The County may request any and all documentation and data reasonably necessary to evaluate the Rate Adjustment and shall confirm or deny within ninety (90) days of receipt of the statement from Franchisee. The County may accept or reject the request in its sole discretion.

#### History

##### **2016 - Rate Normalization for all Community Members**

County and City residents and businesses were experiencing variances in service rates for the same services due to inconsistencies inherited from the previous hauler. Four root service categories and rates were identified and adjusted. We isolated select services therefore minimizing the impact to customers as well as normalized service rates amongst all customers.

##### **2017 - Response to Teton County Increased Tipping Fee - \$76/ton to \$79/ton**

Teton County increased the landfill bound waste tipping fee from \$76/ton to \$79/ton. Each subscriber type was reviewed to determine the appropriate rate increase for each trash service type. The increases ranged from 0% to 1.7%.

##### **2019 - Response to Teton County Increased Tipping Fees - \$79/ton to \$80/ton**

Teton County increased the landfill bound waste tipping fee from \$79/ton to \$80/ton. RAD's rate adjustment was only applied to the landfill bound waste service rates. Recycling and construction and demolition roll off dumpster services remained unchanged.

##### **2022 - (2x) Response to Teton County Increased Tipping Fee \$80 to \$100 & CPI 6.5%**

~Feb 2022 - 1st & only CPI adjustment request based on 2019-22 Bureau Labor Statistics ~6.5%; Sept - Response to Teton County Increased Tipping Fees by ~25% - \$80/ton to \$100/ton & Unsorted waste by 19% from \$210 to \$250.

## 2025 Basis of Today's Rate Increase Request

### Bureau of Labor Statistics Reports:

~9.6% Increases to CPI (2022-2024)

Ref. [https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_west.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm)

Note: Rolloff Construction Demolition Rates adjusted, somewhat independently, related to the increase of CPI, but also considered increased cost of receptacles. We made no adjustment when the unsorted waste tip fee went from \$250/ton to \$350/ton.

### CPI Trend Chart: Bureau of Labor Statistics

CPI increase in Rate Card is based on Jan 2023 + Jan 2024

Ref. [https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_west.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm)

\*We elected to omit adding Jan 2025, which would have made today's request 12%.

\*\*In lieu of requesting a more normalized annual escalator of 4% or current year B.L.S reported CPI

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2021		2022		2023		2024		2025	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.2	1.4	0.9	7.7	0.9	6.3	0.7	3.3	0.6	2.4
February	0.5	1.6	0.8	8.1	0.5	6.0	0.4	3.2	0.6	2.6
March	0.7	2.4	1.3	8.7	0.5	5.1	0.9	3.6	0.5	2.2
April	1.0	3.9	0.7	8.3	0.5	4.9	0.6	3.7	0.5	2.1
May	0.8	4.7	0.8	8.3	0.4	4.5	0.1	3.3		
June	0.9	5.1	1.2	8.8	0.3	3.5	-0.2	2.8		
July	0.6	5.2	0.1	8.3	0.1	3.5	-0.1	2.6		
August	0.2	5.0	0.0	8.1	0.4	3.9	0.1	2.2		
September	0.2	5.3	0.3	8.3	0.4	3.9	0.2	2.1		
October	0.8	6.0	0.7	8.1	0.1	3.3	0.1	2.1		
November	0.5	6.5	-0.4	7.1	-0.4	3.3	-0.1	2.4		
December	0.4	7.1	-0.4	6.2	-0.1	3.6	0.0	2.5		

## Requested Rate Adjustments

Rate Adjustments are detailed on the "2025 RAD Proposed Rate Card"

Thank you for your consideration of this rate adjustment request that allows us to keep up with the vast increase in cost of living and inflation. The request is directly supported by Federal reports and findings. We will gladly answer any questions regarding this request.

Sincerely,

David Hudacsko

RAD Curbside, Inc- a benefit corporation  
Co-Founder/Owner/General Manager

RAD Rate Card - 2022		Trash Only			Recycling / Diversion			Current Monthly Rate	New Rate adj -9.6%
	Service Description	Bin Qty	Bin Size	Service Freq	Bin Qty	Bin Size	Service Freq		
Residential - Trash and Recycling	(1) 96-gal LBW Weekly & EOW Recycle	1	96 Gal	Weekly	2	18 Gal	EOW	\$55.00	\$60.00
	(1) 96-gal LBW EOW & EOW Recycle	1	96 Gal	EOW	2	18 Gal	EOW	\$43.41	\$47.50
	(1) 96-gal LBW EOW & Monthly Recycle	1	96 Gal	EOW	2	18 Gal	Monthly	\$34.11	\$37.50
	(1) 96-gal LBW Monthly & Monthly Recycle	1	96 Gal	Monthly	2	18 Gal	Monthly	\$27.92	\$30.50
	(1) 65-gal LBW EOW & EOW Recycle	1	65 Gal	EOW	2	18 Gal	EOW	\$42.03	\$46.00
	(1) 65-gal LBW EOW & Monthly Recycle	1	65 Gal	EOW	2	18 Gal	Monthly	\$32.73	\$35.50
	(1) 65-gal LBW Monthly & Monthly Recycle	1	65 Gal	Monthly	2	18 Gal	Monthly	\$26.61	\$29.00
Residential Rollcart - Landfill Trash Only	(1) 96-gal LBW Weekly	1	96 Gal	Weekly				\$35.55	\$39.00
	(2) 96-gal LBW Weekly	2	96 Gal	Weekly				\$64.74	\$71.00
	(3) 96-gal LBW Weekly	3	96 Gal	Weekly				\$96.08	\$105.50
	(1) 96-gal LBW EOW	1	96 Gal	EOW				\$23.46	\$25.50
	(1) 96-gal LBW Monthly	1	96 Gal	Monthly				\$17.27	\$19.00
	(1) 65-gal LBW EOW	1	65 Gal	EOW				\$21.43	\$23.50
	(1) 65-gal LBW Monthly	1	65 Gal	Monthly				\$15.86	\$17.50
	(1) 96-gal LBW (Bear) Weekly	1	96 Gal	Weekly				\$45.11	\$49.50
	(1) 96-gal LBW (Bear) EOW	1	96 Gal	EOW				\$33.02	\$36.00
Business - Trash and Recycling	3 yd LBW weekly & 150g recycle EOW	1	3 Cu Yd	Weekly	5	30 Gal	EOW	\$188.70	\$207.00
	3 yd LBW Weekly & 3 yd OCC only weekly	1	3 Cu Yd	Weekly	1	3 Cu Yd	Weekly	\$217.70	\$238.50
	3 yd LBW weekly & 150g recycle only weekly	1	3 Cu Yd	Weekly	5	30 Gal	Weekly	\$215.45	\$236.00
	3 yd LBW Weekly + 3 yd OCC + 150g Recycle EOW	1	3 Cu Yd	Weekly	6	(1) 3 Cu Yd & (5) 30 Gal	EOW	\$243.70	\$267.00
	3 yd LBW Weekly + 3 yd OCC + 150g Recycle Weekly	1	3 Cu Yd	Weekly	6	(1) 3 Cu Yd & (5) 30 Gal	Weekly	\$290.45	\$318.50
Business - Trash Only	3 yd LBW weekly	1	3 Cu Yd	Weekly				\$137.70	\$151.00
	3 yd LBW 2x Weekly	1	3 Cu Yd	Weekly				\$275.63	\$320.00
	6 yd LBW Weekly	1	6 Cu Yd	Weekly				\$275.63	\$300.00
Commercial (C&D Rolloff Dumpsters) <sup>(1)</sup>	8 Yd Front Load - Lumber/Metal/Pitfill/C&D Unsorted		8 Cu Yd	On Call	1	8 Cu Yd	Monthly	\$350.00	\$385.00
	20 Yd Lumber/Metal/Pitfill/C&D Unsorted		20 Cu Yd	On Call	1	20 Cu Yd	Monthly	\$400.00	\$450.00
	30 Yd Lumber/Metal/Pitfill/C&D Unsorted	1	30 Cu Yd	On Call	1	30 Cu Yd	Monthly	\$400.00	\$450.00
	(1) C&D rates displayed are based on 30 day bin-rental, one drop off and one pickup; tipping fee not included								
Residential Only	Convenience Fee for Printed Monthly Statements							\$2.75	\$2.75

# EXCLUSIVE FRANCHISE AGREEMENT FOR CITY OF VICTOR RECYCLING & WASTE COLLECTION

This AGREEMENT made as of **June 25, 2025**, by and between City of Victor, CITY, and RAD CURBSIDE, INC. and its affiliates, subsidiaries, etc. referred herein as FRANCHISEE. This agreement exists as the primary management tool for the relationship. This is in reference to Ordinance(s) 15-1028/Amendment 0603 and Resolution(s) R-15-1028.

## RECITALS

This agreement is entered into with reference to the following facts and circumstances:

1. It is the intent and purpose of this agreement to provide for the efficient, healthful, and aesthetic collection and disposal system of all acceptable residential, commercial, and industrial solid waste for the City through services of the Franchisee.
2. The Franchisee desires to collect all acceptable residential, commercial, and industrial solid waste generated in the City.
3. The City desires to grant Franchisee Exclusive rights to collect all residential, commercial, and industrial solid waste and recyclables generated in the City.
4. City, by this Agreement, grants Franchisee the exclusive right to collect and dispose of all acceptable residential, commercial, and industrial solid waste generated in the corporate limits of Victor and future annexed areas of impact.
5. City deems this Agreement to be in the best interest of the citizens of Victor and parties hereto.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and Franchisee as follows:

## ARTICLE 1 DEFINITIONS

For purposes of this document, the following key terms and phrases are defined as follows:

- 1.1 **“Agreement”** means this exclusive franchise agreement between the City and Franchisee.
- 1.2 **“Administrator”** means the Mayor or appointed on-staff administrator for the City of Victor
- 1.3 **“City”** means the City of Victor, Idaho.
- 1.4 **“Collect” or “Collection”** means to take physical possession, transport, and remove solid waste within the City.
- 1.5 **“Residential Unit”** means any single-family household, duplex, triplex or multi-unit generating solid waste or recyclables.
- 1.6 **“Customer(s)”** means any entity or individual subscribing to or requesting services.
- 1.7 **“Acceptable Solid Waste” and/or referred to as “Collection Materials”** means all solid and semi-solid putrescible and non-putrescible Recycling & Waste and garbage, and/or approved recyclable materials generated, produced or accumulated by residents of the incorporated area of the City, including but not limited to commercial and residential trash, waste materials, recyclable materials, and construction and demolition materials, and excluding any materials that are unacceptable to Service Providers or that Service Providers does not collect such as Hazardous Waste and/or as deemed acceptable by applicable disposal site, as defined below. Large bulky items, appliances, batteries, paint, items containing an engine or compressor, items containing CFCs or PCBs (such as white goods) may not enter are subject to collection via methods deemed necessary to ensure safety of operations & operators as well as in alignment with applicable state rules and laws
- 1.8 **“Excluded Waste” or “Hazardous Waste”** means any waste designated as hazardous by the United States Environmental Protection Agency in 40 CFR, Part 261, or by the Idaho Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including, but not limited to, RCRA hazardous waste, petroleum products, asbestos, PCB transformers, medical waste, radioactive, volatile, flammable, explosive, toxic or hazardous substance or material, including any substance listed or characterized as toxic or hazardous by any applicable federal, state, or local law.
- 1.9 **“Agreement Area”** means the geographic area described as the incorporated boundaries of the City of Victor, Idaho and future annexed areas of impact.
- 1.10 **“Exclusive Right”** means the Contactor shall have the sole right to collect residential, commercial, and industrial solid waste in the incorporated boundaries of the City of Victor, Idaho.
- 1.11 **“Commercial Waste”** means solid waste generated by a commercial establishment.
- 1.12 **“Industrial Waste”** means solid waste generated by industrial establishments or construction site, etc.
- 1.13 **“Bulky Waste” or “Bulky Items”** means waste to include furniture, appliances, metal items, larger items not normally collected from the weekly residential collection programs. Items not considered bulky waste include construction materials, tires, paint, hazardous waste, pesticides, appliances containing freon, and any item specified as Excluded Waste under Article 1.5 above.
- 1.14 **“Extra Solid Waste”** means any solid waste that will not fit inside the provided container.
- 1.15 **“Provided Container”** means approved solid waste receptacle provided by Franchisee.
- 1.16 **“Holiday”** The holidays observed by a Service Providers shall be in alignment with the disposal site holiday schedule and include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is rescheduled within +/- 5 days of regular schedule but not eliminated. The Service Providers shall observe no additional holidays without the prior approval of the Administrator.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

#### **2.1 Franchisee Status**

Franchisee shall be an independent entity and not an agent or employee of the City.

#### **2.2 Franchisee Authorization**

Franchisee has the authority to enter into and perform its obligation under this Agreement. The Franchisee has taken all actions required by law, its articles of incorporation, or otherwise to authorize the execution of this Agreement.

#### **2.3 Compliance with the Laws and Regulations**

Franchisee shall comply with all existing and future City, County, State, and Federal laws, including all Environmental Laws.

#### **2.4 Grant and Acceptance of Agreement**

City hereby grants to Franchisee the exclusive right and privilege to collect and dispose of all residential, commercial, and industrial, solid waste generated and/or accumulated within City. Franchisee shall perform its duties under this Agreement. No person or business entity except Franchisee may convey or transport residential, commercial, and industrial solid waste, recycling or diverted materials within the City

Franchisee hereby accepts the Agreement on the terms and conditions set forth in this Agreement.

**ARTICLE 3**  
**Term of the Agreement**

**3.1 Effective Date**

The effective date of this Agreement shall be June 25, 2025.

**Term** The Initial Term of this Agreement shall be seven (7) years commencing from EFFECTIVE DATE. This Agreement shall automatically extend for successive additional terms of seven (7) years ("Extension Term") unless Franchisee provides written notice of termination not less than one (1) year prior to the expiration of then Initial Term, or the then current Extension Term. Prior to the commencement of an Extension Term, and not less than one (1) year prior to the expiration of the Initial Term, this Agreement may be modified in writing by the parties.

**ARTICLE 4**  
**Scope of Agreement**

**4.1 Scope of Agreement**

The Agreement grants to the Franchisee the exclusive right to collect and dispose of all residential, commercial, construction and industrial solid waste generated in the City, under the terms and conditions as described in this Agreement.

If additional territory is added to the City through annexation, Service Providers shall, even if Service Providers are already serving the area, make collections in such annexed area in accordance with all provisions of this document. The City shall notify Service Providers, in writing, within 30 days of the finalization of any such annexation.

**4.2 Administration of Agreement**

The Mayor or their authorized representative shall administer this Agreement.

**4.3 Use of City Streets**

Such grant of Agreement shall give Franchisee the exclusive right and privilege to operate collection vehicles and equipment on such streets, public ways, right-of-way, or easements of City.

**ARTICLE 5**  
**Scope of Services**

**5.1 General**

The work to be done by the Franchisee pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, material, supplies, and all other items necessary to perform the services, including all licenses and permits required under all federal, state, and local laws and regulations to perform the services under this Agreement.

The work to be done by the Franchisee pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents, businesses, and industries within the City are provided, reliable, courteous and high-quality solid waste collection services at all times.

**5.2 Solid Waste Collection Service & Receptacles**

Franchisee shall have the exclusive right to enter into service agreements directly with any residential, commercial, construction, industrial business or entity generating waste & recycling within the City's limits for the provision of solid waste collection and disposal services at the rate set forth in the attached Exhibit "A".

- 5.2.1 Accessibility.** All containers of acceptable solid waste at residential units shall be placed at curbside, or within six (6) feet of the curb of a road or right-of-way, by 5:00 a.m. on the designated weekly collection day.
- 5.2.2 Frequency.** Franchisee shall collect recycling and waste from Customers at the frequency they subscribe on designated collection days. City shall grant Franchisee the right to adjust collection days in the event that a holiday falls on the designated collection day.
- 5.2.3 Provided Container(s) & Receptacle(s).** Franchisee shall provide, at its own cost, receptacles and containers in alignment with Customer(s') desired service volume and frequency. All deliveries and retrievals are subject customer agreement terms.
- 5.2.4 Replacement Containers.** Franchisee shall retain ownership of all carts and receptacles provided for Customer use. Upon request, Franchisee shall replace damaged or lost carts in alignment with customer agreement & company policy.
- 5.2.5 Size and Limitations.** Residents shall be limited to the amount of bagged solid waste that will fit inside the Provided Container with lid closed. Extra solid waste that doesn't fit inside the provided Container may or may not be collected for a fee based on volume or material type and with advance communication from the Customer. Franchisee will remedy or advise plan for any extra waste as to avoid issues associated with health and safety welfare.
- 5.2.6 Recycling & Diversion.** Service Provider shall make best efforts to encourage customers to recycle and reduce waste through their implementation of the Diversion Plan for solid waste diversion, a copy of which is attached hereto and made a part hereof as Exhibit B (the "Plan").
- 5.2.7 Reporting.** Service Provider shall provide a quarterly report which is provided to Teton County which includes their waste diversion data (the "Diversion Report"). The Diversion Report shall include "key performance indicators" that help determine the estimated annual diversion rate. Within 15 business days of a request from The Administrator, Service Providers shall provide the Administrator with records from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report.
- 5.2.8 Title to Waste.** Franchisee acquires title to Acceptable Solid Waste when loaded onto Franchisee's trucks. Title to and liability for any non-conforming or Excluded Waste will remain with the resident, commercial, or industrial customer at all times even if loaded onto Franchisee's trucks.
- 5.2.9 Commercial, Construction & Industrial Solid Waste Collection Services.** Franchisee shall have the exclusive right to enter into service agreements directly with any commercial, construction or industrial business within the City's limits for the provision of solid waste collection and disposal services at the rate set forth in the attached Exhibit "A".

**ARTICLE 6**  
**Rates, Fees, Billing and Payments**

**6.1 Billing of Customers**

Franchisee shall be solely responsible for billing and collection of payment for services afforded to customers. Franchisee shall bill customers in advance for services. Customers shall remit payment to Franchisee no later than the term specified on the bill. Appropriate sales tax shall be added and remitted to the City and/or State. Customers that are delinquent are subject to RAD's customer agreement & billing policies.

**6.2 Rates for Service**

**6.2.1 Standard Rates: Residential, Commercial & Industrial.** Franchisee shall set pricing with residential, commercial and industrial customers based on the amount of service needed at each location and at service rates as set forth in attached Exhibit "A".

**6.2.2 Rate Adjustments.** Upon acceptance of this agreement, and on the anniversary date of this agreement of each year thereafter, the Franchisee service rates may be increased by the greater of 4% or CPI per the Bureau of Labor Statistics Water Sewer Trash Index for all urban consumers. . Any of Contractor's rates set out in Exhibit A may also be adjusted annually to reflect changes in the costs of operations and disposal. Moreover, Contractor may petition the City in writing for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business. Unusual changes include revised laws, ordinances or regulations; changes in location of disposal sites; or changes in disposal charges. Upon the City's refusal to grant a petitioned increase and for a period of 120 days thereafter, Contractor may terminate this Agreement after providing 120 days prior written notice to the City.

**6.3 Franchise Fee / Services**

**6.3.1 Franchise Fee / Services.** Franchisee shall commit to an agreed upon quantity of services for the City set forth in Exhibit "C". In alignment with Community Diversion Goals and the Diversion Plan, the City shall include recycling and diversion options at any and all facilities, events or designated location.

**ARTICLE 7  
IDEMNIFICATION AND INSURANCE**

**7.1 Indemnification**

The FRANCHISEE shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities under this Agreement, in amounts and conditions not less than further specified, and shall require all subcontractors to carry similar insurance.

The FRANCHISEE will provide certificates of insurance evidencing the following types of insurance. The certificates of insurance will specifically address each of the requirements noted below. All insurance noted below will not be cancelled, reduced or materially changed without providing the City thirty (30) days advance notice, via certified mail. The FRANCHISEE shall secure primary liability in the amounts hereinafter specified.

**7.2 Insurance**

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation*	As required by law and shall cover all employees including drivers.	As required by law.
Commercial General Liability Bodily Injury/Property	\$1,000,000 \$1,000,000 occurrence combined single limit	\$2,000,000
Commercial Auto Liability Bodily Injury/Property	\$2,000,000 each accident combined single limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000	\$2,000,000

**ARTICLE 8  
MISCELLANEOUS PROVISIONS**

**8.1 Notices**

Any notices required to be provided under this Agreement will be in writing and will be deemed duly given upon the date received by the intended recipient if delivered by hand or by overnight courier, or three (3) days following the date deposited in the United States Mail, certified with return receipt requested, postage prepaid, addressed to the recipient at the address set forth below (or at such change of address as one party advises the other).

**CITY**

City of Victor  
Attn: City Clerk  
P.O. Box 48  
Victor, ID 83455

**FRANCHISEE**

RAD CURBSIDE, INC.  
Attn: David Hudacsko  
PO Box 761  
Victor, ID 83422

**8.2 Captions: Interpretation.** The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement are the product of negotiation between the parties and are not to be construed as being drafted solely by one party and no presumption is to arise there from in favor of either party.

**8.3 Severability.** If any provisions of this Agreement is deemed invalid and unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision will be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, effect.

**8.4 Dispute Resolution.** The parties agree to work in good faith with each other to resolve any dispute arising out of the terms and services under this Agreement. Should an impasse result over a dispute, the parties agree to submit the dispute to mediation or to another type of dispute resolution process agreed to by the parties, prior to the institution of any legal proceeding. The fees and expenses of the dispute resolution process shall be shared equally by the parties. In the event it becomes necessary for either party to institute an action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred to defend such action.

**8.5 Consequential Damages.** In no event will Franchisee be liable to the City for special, incidental, consequential, or punitive damages.

**8.6 Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, conditions, and provisions of this Agreement shall not be deemed a waiver of future compliance and shall in no way prejudice the remaining provisions of this Agreement.

**8.7 Choice of Forum, Venue, and Consent to Jurisdiction.** Any and all claims or causes of action shall be filed only in the courts of the State of Idaho for Teton County or the United States District Court for the appropriate area of Idaho, which shall have exclusive jurisdiction over any disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties expressly agrees, consents, and

stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

**8.8 Force Majeure.** Neither party will be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism including but not limited to cyber-attacks and crimes, sanctions, blockades, embargoes, strikes, lockouts or other similar causes or circumstances that cannot reasonably be prevented by the party whose performance has been delayed or who failed to perform. However, the party so affected promptly will give notice thereof to the other party whenever such contingency or other act or circumstances becomes reasonably foreseeable and will use commercially reasonable efforts to overcome the effects thereof as promptly as possible and will promptly give notice to the other party after the cessation of such effects.

**8.9 Assignment.** The City of Victor hereby covenants and agrees with the FRANCHISEE that during the lifetime of this Agreement, said Agreement is an asset to the corporation of the FRANCHISEE and is assignable in the event of corporate structure change, renaming, sale or asset allocation of the FRANCHISEE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Victor

RAD CURBSIDE, INC.

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

Mayor

President David Hudacsko

ATTEST

ATTEST

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

City Clerk

**Exhibit A: RATE CARD (as submitted)**

**Exhibit B: Diversion Plan - [https://drive.google.com/file/d/1-axNaXSKWjid\\_Qz47cS9qSOWBsE0JnHg/view?usp=sharing](https://drive.google.com/file/d/1-axNaXSKWjid_Qz47cS9qSOWBsE0JnHg/view?usp=sharing)**

**Exhibit C: Franchise Fee / Services**

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*RAD Curbside – Teton Valley’s Stewards of Service, Community and Environment*

## **Background & Overview for RAD Curbside Agreement**

### **BACKGROUND FOR EXISTING & PROPOSED**

- **Ordinance** – Codifies the Franchise and names the Franchisee
- **Resolution** – Sets standards of service provision
- **Agreement** – Similar work done by other providers of service to the City, the agreement manages the specific scope of work as it relates to RAD’s services for the residents and businesses in the City of Victor.

### **AGREEMENT PURPOSE:**

- It is appropriate and customary for a specific document in place to manage the relationship that references general standards of service and codified ordinances
- Specifically define & describe the scope of work for each the City & RAD
- Establish terms associated with the relationship that are essential for managing common and unknown situations

### **LEGAL ALLOWANCE OF AGREEMENTS**

Just like any other service-based agreement for work for a city. The Idaho Code (§ 50-344) gives cities the ability to maintain and operate waste collection systems through standalone contracts. Idaho law specifically allows for cities to do so along with the franchise ordinances and/or resolutions if they so choose. As seen as appropriate, Cities adopt resolutions to complement an ordinance. Some Cities may choose to adopt these for codification, policy or administrative reasons and in Victor’s case identify specific standards of service provision in efforts to meet community goals and maintain a safety.

### **NEXT STEPS:**

Per Idaho Code Idaho Code § 50-344, execute a formal RAD Curbside agreement to complement the existing ordinances.

### **ACTION ITEM (Request):**

Authorize the Mayor to execute provided Agreement with RAD Curbside to more specifically manage the relationship

	2024 Proposed Regular & Event Service Value	2022 Total Service Value Proposed	2023 Proposed Regular & Event Service Value	2023 Total Service Value Proposed	2024 Proposed Regular & Event Service Value	2024 Total Service Value Proposed	2025 Proposed Regular & Event Service Value	2025 Total Service Value Proposed
	\$5,530.44 \$380.55	\$5,910.99	\$6,579.48 \$380.55	\$6,960.03	\$8,322.24 \$380.55	\$8,702.79	\$8,322.24 \$0.00	\$8,322.24
<b>"SCHEDULED SERVICES" - Part of Franchise (No</b>								
Service Type	2022 Proposed		2023 Proposed		2024 Proposed		2024 Proposed	
	Quantity of Receptacles & Variance in Service	Service Value (per Month)	Quantity of Receptacles & Variance in Service	Service Value (per Month)	Quantity of Receptacles & Variance in Service	Service Value (per Month)	Quantity of Receptacles & Variance in Service	Service Value (per Month)
<b>City Hall (Stevens Way)</b>								
Trash	1 (3yd)	\$114.64	1 (3yd)	\$138.09	(1) 6 yd	\$275.24	(1) 6 yd	\$275.24
Trash	6 Total - 2 reg / 4 events	\$161.17	6 Total - 2 reg / 4 events	\$199.50	6 Total - 2 reg / 4 events	\$199.50	6 Total - 2 reg / 4 events	\$199.50
Recycling	2	\$24.97	2	\$27.47	0		0	
<b>North Well Building (Acct</b>								
Trash	1 (3yd - Weekly))	\$114.95	1 (3yd - Weekly))	\$138.09	1 (3yd - Weekly))	\$138.09	1 (3yd - Weekly))	\$138.09
Recycling	n/a		n/a		n/a		n/a	
<b>Pioneer Park (Bike Park)</b>								
Trash	n/a		n/a		n/a		n/a	
Recycling	n/a		n/a		n/a		n/a	
<b>Settlement Soccer Field</b>								
Trash	n/a		n/a		(1) 96g can (Weekly)	\$35.55	(1) 96g can (Weekly)	\$35.55
Recycling	n/a		n/a		n/a		n/a	
<b>Pioneer Park (Pavilion)</b>								
Trash	n/a		n/a		n/a		n/a	
Recycling	City Receptacles	\$22.57	City Receptacles	\$22.57	City Receptacles	\$22.57	City Receptacles	\$22.57
<b>City Park (Music Stage)</b>								
Trash	n/a		n/a		n/a		n/a	
Recycling	n/a		n/a		n/a		n/a	
<b>The Depot Apartments</b>								
Recycling	City Receptacles	\$22.57	City Receptacles	\$22.57	City Receptacles	\$22.57	City Receptacles	\$22.57
Monthly Service Value:	Monthly Service Value	\$460.87	Monthly Service Value	\$548.29	Monthly Service Value	\$693.52	Monthly Service Value	\$693.52
Commercial Setup/Delivery								
	<b>2022 TOTAL ANNUAL SERVICE VALUE PROPOSED AT NO CHARGE</b>	<b>\$5,530.44</b>	<b>2023 TOTAL ANNUAL SERVICE VALUE PROPOSED AT NO CHARGE</b>	<b>\$6,579.48</b>	<b>2024 TOTAL ANNUAL SERVICE VALUE PROPOSED AT NO CHARGE</b>	<b>\$8,322.24</b>	<b>2024 TOTAL ANNUAL SERVICE VALUE PROPOSED AT NO CHARGE</b>	<b>\$8,322.24</b>
	Annual Recycling Service Value	\$816.32	Annual Recycling Service Value	\$816.32	Annual Recycling Service Value	\$45.14	Annual Recycling Service Value	\$45.14
	Balance Remaining after Recycling	\$4,689.12	Balance Remaining after Recycling	\$5,708.16	Balance Remaining after Recycling	\$7,780.56	Balance Remaining after Recycling	\$7,780.56
	Annual Trash Service Value	\$4,689.12	Annual Trash Service Value	\$5,708.16	Annual Trash Service Value	\$7,780.56	Annual Trash Service Value	\$7,780.56
	Ancillary Services	\$0.00	Ancillary Services	\$0.00	Ancillary Services	\$0.00	Ancillary Services	\$0.00
	Service Value Balance	\$0.00	Service Value Balance	\$0.00	Service Value Balance	\$0.00	Service Value Balance	\$0.00
		<b>2022</b>		<b>2023</b>		<b>2024</b>		<b>2025</b>

RESOLUTION NO. R582

A RESOLUTION OF THE CITY OF VICTOR, TETON COUNTY, IDAHO ADOPTING STANDARDS FOR SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICE PROVIDERS

WHEREAS, pursuant to Idaho Code 50-344 and 50-329 the City has the authority to grant franchises for the collection of any and all forms of recycling and solid waste within the confines of the city limits; and

WHEREAS, the City of Victor has determined that it is in the best interest of the citizens of the City of Victor that there be a standard for all solid waste and recycling collection and transportation franchises as well as any other solid waste and recycling collection and transportation Service Providers; and

WHEREAS, the City of Victor has determined that it is in the best interests of the citizens of the City of Victor that the standards for all solid waste and recycling collection and transportation franchises and all other Service Providers be consistent.

BE IT RESOLVED, by the Mayor and City Council of the City of Victor that the following standards shall be known as the Standards for Solid Waste and Recycling Collection and Transportation Service Providers which shall apply to all solid waste and recycling collection and transportation franchise and Service Providers within the city limits of the City of Victor.

**1. Definitions**

For purposes of this document, the following key terms and phrases are defined as follows:

ADMINISTRATOR means the City Administrator, or appointed on-staff administrator, for the City of Victor (the "City").

COLLECTION MATERIALS means all solid waste and approved recyclable materials generated, produced or accumulated by residents of the incorporated area of the City, including but not limited to commercial and residential trash, waste materials, recyclable materials, and construction and demolition materials, and excluding any materials that are unacceptable to Service Providers or that Service Providers does not collect such as Hazardous Waste, as defined below.

CUSTOMER means the property owner, lessee, or occupant lessee that Service Providers performs Collection Services for.

DOCUMENT means this document and all attachments, appendices and exhibits thereto including, but not limited to the Diversion Plan.

SERVICE PROVIDERS means any person or entity that is either granted a franchise for the collection and transportation of Collection Materials or otherwise engages in the collection and transportation of Collection Materials in the City of Victor.

HAZARDOUS WASTE means any waste designated as hazardous by the United States Environmental Protection Agency in 40 CFR, Part 261, or by the Idaho Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials. And/or as defined or identified as unacceptable waste by a designated disposal site, ie. Teton County Transfer Station.

HOLIDAYS. The holidays observed by a Service Providers shall be the same as the holidays observed by Teton County, which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is rescheduled within +/- 5 days of regular schedule, but not eliminated. The Service Providers shall observe no additional holidays without the prior approval of the Administrator.

TRANSFER STATION or DISPOSAL FACILITY means a facility such as the Teton County Transfer Station currently located at 1088 Cemetery Road, Driggs, Idaho 83422.

## **2. Administrator**

A staff member of the City, such as the City Administrator, will be designated by the City as its Administrator for this Document. Matters concerning the performance under this Document shall be submitted to, the Public Works Director. The City may, in its sole discretion, change its designation of the Public Works Director and shall promptly give written notice to all Service Providers of any such change.

## **3. Code Compliance**

Service Providers will comply with all provisions of the current City Code and any amendments to the City Code, and with all other applicable State, Federal or other agency laws pertaining to collecting and disposing of solid waste or recyclables, or any other relevant laws, which are in effect or shall become in effect during the course of their franchise. The Service Providers and its employees shall operate and maintain all collection vehicles and equipment in compliance with all applicable law. The Service Providers shall only distribute bear proof containers that are certified by the Interagency Grizzly Bear Committee (IGBC) to property located in the Bear Conflict Zone as defined in Title 4, Chapter 7 of the current Teton City Code. The Service Providers shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under all applicable laws.

## **4. City's Right to Inspect**

Service Providers agree to allow City to inspect all equipment used in Service Provider's efforts under their franchise, any materials collected by Service Providers under their franchise, and the disposal site(s), upon reasonable notice to Service Providers. Inspections shall take place during regular business hours and City shall notify Service Providers in writing of said inspection at least twenty-four (24) hours prior to inspection.

## **5. Indemnification**

Service Providers agree to indemnify, defend and hold harmless the City and City's officers, agents and employees from and against any and all claims and losses whatsoever arising out of or in any way related to Service Providers performance, including, but not limited to claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert's fees) incurred by the City in connection with such claims. "Performance" includes a party's action or inaction or that of that party's officers, employees, agents and employees.

## **6. Insurance Coverage Requirements**

A. Service Providers, at their sole cost and expense, shall maintain proof of general liability, workers' compensation and vehicle liability insurance. Service Providers shall include the City as an additional insured on all required policies. The policies shall require insurer to provide City with 30 days advance notice of any cancellation, expiration, non-renewal or reduction in coverage under the policy.

B. Service Providers shall maintain limits of insurance no less than:

**i. General Liability:** \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The policy shall be issued on a per-occurrence basis. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Document or the general aggregate limit shall be twice the required occurrence limit.

**ii. Commercial Auto Liability:** \$2,000,000 per accident for bodily injury, including accidental death, and property damage that may arise from operations pursuant to the franchise.

**iii. Workers' Compensation and Employers Liability Insurance:** Workers' Compensation Insurance as required by the Labor Code of the State of Idaho and Employers' Liability limits shall be a minimum of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Service Providers for City.

C. Subcontractors. Service Providers shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated in this Paragraph.

D. All Coverages. Each insurance policy required by this Document shall be occurrence-based or an alternate form approved by the City and enforced to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. All insurance policies required by the Article shall be issued by admitted insurers in good standing with and licensed to do business in the State of Idaho, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

F. Liability Coverage Amounts. Not more often than every five (5) years during the Term, City shall be entitled to increase the amount of liability insurance coverage required under this Paragraph if such coverage is below amounts generally accepted for similar services. In that event, City and Service Providers will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services and Service Providers will provide such liability coverage amounts.

G. All Service Providers insurance coverage shall be primary insurance, for all indemnified acts in relation to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Service Providers insurance and shall not contribute with it. All Service Providers insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be with an insurer with a Best's rating of B+ or higher. Compliance with this Section shall not limit the liability of Service Providers.

## **7. Proof of Insurance**

All Service Providers shall provide proof of the general liability insurance required by Paragraph 6. Prior to commencement of Collection Services, Service Providers shall provide proof of all insurance required under Paragraph 6 of this Document.

## **8. Solid Waste Collection and Diversion**

### A. Diversion of Solid Waste.

- i. All Service Providers shall make best efforts to encourage customers to recycle and reduce waste through their implementation of the Diversion Plan for solid waste diversion, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Plan").
- ii. Service Providers shall comply with the Plan. Any amendments to the Plan shall be in writing and must be approved by the City prior to implementation.
- iii. Service Providers shall provide a a quarterly report which includes waste diversion data relevant to the City (the "Diversion Report"). The Diversion Report shall include "key performance indicators" that help determine the estimated annual diversion rate. Within 15 business days of a request from The Administrator, Service Providers shall provide the Administrator with records or other documentation, including weigh tickets, invoices, bills of lading, and receipts from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report.

B. Unacceptable Waste. Notwithstanding subsection D below, title to all Hazardous Waste, unacceptable, infectious, or other potentially harmful or illegal wastes, shall remain with the generator (the person or entity who placed such waste out for disposal), unless Service Providers accepts responsibility for such waste in writing. Nothing herein limits any recourse that Service Providers or the City or any other government agency may have against any waste generator for the unauthorized or illegal disposal of any Hazardous Waste, unacceptable, infectious, or other potentially harmful or illegal wastes.

C. Collection. Service Providers shall collect and transport waste and recycling between the hours of 5 am and 8 pm, except for designated holidays. Service Providers shall not collect or transport at other times, unless the Service Providers has received the prior written approval of the appointed City Administrator. The Service Providers commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Service Providers shall immediately pick up and properly process or dispose of any and all material that is spilled by the Service Providers.

D. Ownership of Collection Materials. Ownership of all Collection Materials, upon placement in any container owned by Service Providers, shall transfer to Service Providers and shall become the property of Service Providers. Title to and ownership of all Collection Materials shall transfer from Service Providers to the Transfer Station or disposal site upon delivery of the Collection Materials by Service Providers to and acceptance by the Transfer Station or disposal site of such Collection Materials. Title to and liability for any unacceptable (non-conforming or excluded) waste will remain with the resident, commercial, or industrial customer at all times even if loaded into Service Providers' receptacles or onto Service Providers' trucks.

E. All of the trucks used by the Service Providers for the collection of construction and demolition debris shall be marked with the name and phone number of the Service Providers in letters that are plainly visible and at least four inches high. Each commercial container used by the Service Providers for the collection of construction and demolition debris shall be labeled by the Service Providers.

F. Before commencing operations in the City, Service Providers shall provide the City with a list of the vehicles used by the Service Providers and the license plate number for each vehicle. The list shall be updated and resubmitted to the City within seven (7) days after the Service Providers adds to or deletes from the fleet of trucks it uses in the City. All of the vehicles used by the Service Providers for transporting construction and demolition debris in the City shall be maintained in a good, clean, and safe operating condition.

G. Spillage. Service Providers shall exercise all reasonable efforts to keep Collection Materials collected by Service Providers contained in containers and collection vehicles. Spillage of any Collection Materials shall be promptly and appropriately cleaned up by the Service Providers at their expense.

**9. Rates.**

Service Providers shall provide and adhere to a rate card to be submitted to and approved by the City. Service Providers shall not charge more than the rate specified for each service provided on the Rate sheet.

**10. Rate Adjustments**

Because the rates are the Service Providers sole compensation for the Collection Services, the rates must be sufficient to pay known and unknown costs that may increase over time. Accordingly, City and Service Providers agree that the rates may be increased ("Rate Adjustment") in an amount necessary to compensate Service Providers, examples as follows:

A. Any of Franchisee's agreed upon rates may be adjusted in accordance with the terms in their Agreement. If undefined within an agreement, an agreed upon manner of request and approval in reflection of changes in the costs of operations, transfer, processing, transportation, recycling and/or disposal of Solid Waste and Recyclable Materials charged by the Transfer Station or disposal site. Franchisee may petition the City in writing for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business. Unusual changes include, but not limited to, revised laws, ordinances or regulations; changes in location of disposal sites; or changes in disposal charges.

B. To obtain an "unusual" Rate Adjustment, Service Providers shall prepare and submit to the City a rate adjustment setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs. The City may request any and all documentation and data reasonably necessary to evaluate the Rate Adjustment and shall confirm or deny within thirty (30) days or (2) City Council Meetings, (whichever is the lesser of time) of receipt of the statement from Service Providers. The City may accept or reject the request in its sole discretion.

**11. Breach and Termination**

A. If any Service Provider fails to comply with any condition of this Document, the City shall give notice to Service Providers identifying and describing the breach. Service Providers shall cure the breach within:

- i. 30 days from receipt of notice, unless such breach is not reasonably curable in 30 days, in which case as long as the Service Providers has taken steps to begin curing within 30 days and is making best faith efforts to pursue a cure Service Providers will have up to 90 days if reasonably necessary; if more than 90 days are required to cure the City will consider a request for more time, or
- ii. A shorter period of time determined by City if City determines that the public health and safety so require. The notice shall state the time for cure.

- iii. Service Providers may request additional time to correct the breach, but City may accept or reject that request in its sole discretion.

B. In addition to any rights or remedies that the City has under law or equity, the City may prohibit a Service Provider from continuing to perform Collection Services if such Service Provider has breached any provision of this Document and failed to cure the breach in the time frame provide above.

## **12. Instrument for Securing Performance**

Service Providers shall file with City an instrument, in form reasonably acceptable to City, securing Service Provider's faithful performance of Service Provider's obligations. The principal sum of the instrument shall be not less than Fifty Thousand Dollars (\$50,000). The instrument may be in the form of a letter of credit, performance bond, or other performance guarantee and shall remain in force during the Term. The instrument may be renewable on an annual basis and/or be replaced by another acceptable instrument. If the instrument is a performance bond it shall be executed by a surety company designated as an admitted insurer in good standing with and authorized to transact business in this State by the Idaho Department of Insurance and otherwise reasonably acceptable to the City. The premium for such bond or letter of credit, or any other charges related in any way to Service Provider's obtaining or maintaining any and all such instruments, shall be fully borne and paid by Service Providers. Recovery under the instrument shall not preclude City from seeking additional damages for Service Providers default under their franchise.

## **13. Bankruptcy**

Service Providers that have a franchise shall immediately notify City in the event that Service Providers ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, reorganizes, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn, stayed, or discharged within sixty (60) days, then the City may at its option terminate the franchise.

## **14. Notices**

Notices to Service Providers in connection with the administration of this Document and the Service Providers governed hereby shall be given to the Service Providers personally, by regular mail, or by email. Notices will be deemed given on:

- (a) The day notice is personally delivered to the Service Providers or its office; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to the Service Providers, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a Service Provider's facsimile number or sent by email to its email account, provided that an original of such notice is deposited in the United States mail, addressed to the Service Providers on the same day as the facsimile transmission or email is made.

**15. Reporting Requirements**

Service Providers shall prepare and file quarterly reports with the Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, and information regarding diversion and recycling efforts and results with compliance with the Plan.

Reports shall be filed with the Administrator within 60 days after the end of each quarter.

Service Providers shall maintain such information management systems as are needed to collect, store, and organize material data, and to produce the reports and plans as specified in this Document. All data shall be backed up so as to endure no loss of data due to computer failure.

**16. Records to be Maintained**

Service Providers shall keep and maintain accurate records of all waste and recycling data under its franchise. Service Providers shall contractually require that all of Service Providers sub-contractors performing work called for under this Document also keep and maintain such records. All such records, whether kept by Service Providers or any sub-contractors, shall be made available to City or its authorized representative, or officials of the State of Idaho, for review or audit during normal business hours, upon reasonable advance notice given by City, its authorized representative, or officials of the State of Idaho. Records may be reviewed by Administrator or other agreed upon person or entity under a Non-Disclosure Agreement and records and record contents will remain proprietary information and will be not to be shared with any other entity or person or made public or be used as means in anyway for the City to compete against the Service Provider.

**17. Retention of Records:**

Service Providers shall maintain and preserve all records related to its Collection Services for a period of three years running. Service Providers shall also contractually require the maintenance of such records in the possession of any third party performing Collection Services for the same three year period. Such records shall be retained beyond the three year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three year period shall arise only if the City notifies Service Providers of the commencement of an audit, or other event requiring retention beyond three years, prior to the expiration of the three-year period. Records may be reviewed by Administrator or other agreed upon person or entity under a Non-Disclosure Agreement and records and record contents will remain proprietary information and will be not to be shared with any other entity or person or made public or be used as means in anyway for the City to compete against the Service Provider.

**18. Franchise Transition**

In the event a franchise is not continued following the expiration or earlier termination of its' franchise, franchisee shall cooperate fully with City and any subsequent Service Providers(s) to assure a smooth transition of services described in this Document. Such cooperation shall include but not be limited to coordinating Collection of materials set out in current Collection Containers if new Containers are provided for in a subsequent franchise; and ensuring no disruption of service or issues associated with Health & Safety Welfare. Service Provider shall be afforded the right to continue any existing customer service agreements to the term set forth in such an agreement between Service Provider and Customer.

**23. Annexation.**

If additional territory in any amount whatsoever is added to the City through annexation, Service Providers shall, even if Service Providers are already serving the area, make collections in such annexed area in accordance with all provisions of this document. The City shall notify Service Providers, in writing, within 30 days of the finalization of any such annexation. This clause shall not be effective if another Service Providers under contract with any such area(s) is currently servicing such area

PASSED BY THE CITY COUNCIL on the \_\_\_\_ day of \_\_\_\_\_, 2025 and approved by the Mayor on the \_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Will Frolich, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Smith, City Clerk

**STANDARDS FOR SOLID WASTE AND RECYCLING COLLECTION  
AND TRANSPORTATION SERVICE PROVIDERS**

**EXHIBIT A - THE DIVERSION PLAN**

**Performance:**

**Make identifiable efforts to achieve an average year-over-year increase in overall diversion rate\***

*\*Methodology of calculating diversion rate is subject to change, as is acceptable recyclable & divertible materials. Limitations exist within the existing material processing system(s) and performance to increase the diversion rate has dependencies on the development of those processing systems.*

**Methods and Efforts to Reaching Performance Goal(s)**

- **Educational Outreach / Community Support**
  - Service Providers will be involved in the community through such means as event participation, event sponsorships, giving educational presentations and supporting grants.
  - Service Providers will create marketing and communications focused on educating the public about the benefits of waste diversion & recycling
  - All Service Providers will provide information and options suggesting recycling opportunities
  - Service Providers may host or sponsor events focused on educating the public regarding the benefits of waste diversion.
  
- **Required Residential & Business Services**
  - 65-gallon & 96-gallon trash roll carts
  - Once per month trash service frequency
  - Recycling collection services with at least two frequency options
  - At least 3 residential combination trash and recycling services will be offered and geared toward increasing diversion rates
  - At least 3 business combination trash and recycling services will be offered and geared toward increasing diversion rates
  - At least 3 commercial/industrial service options will be offered for construction and demolition using, but not limited to, 8-yard, 20-yard, 30-yard dumpsters and will be geared toward increasing diversion rates.
  
- **Tracking Reports & Planning Models**
  - Regular diversion tracking reports will be provided to the City and Teton County, including "key performance indicators" that help determine the estimated annual diversion rate increase and efforts thereto
  - Service Providers will follow the metric-based analysis and planning model that will

support and help guide system improvements and choices

- **Service Information Availability**
  - Service Providers will have a 24-7 informative and functioning Website and educational information promoting diversion.
  - Service Providers will have Proactive multi-channel marketing efforts