

Public Works & Community Development Committee

Agenda

September 12, 2024

12:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

PUBLIC WORKS &
COMMUNITY
DEVELOPMENT
COMMITTEE
AUDREY MALEK
KEN RATLIFF
JERRED WEIS - CHAIR

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>

Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

 Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
 - a. Cemetery Clean Up - Discussion
 - b. Downtown Parking
3. **New Business**
 - a. Approve the Minutes Dated August 1, 2024, Public Works & Community Development Committee
 - b. Veolia Contract
 - c. Right of Way Use Permit - Colleda Monick HLA
 - d. Waste Management Contract
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

Next Public Works & Community Development Committee Meeting: October 3, 2024 @ 12:00 p.m.

Regular Council Meeting: September 10, 2024 @ 6:00 p.m.

Planning Commission Meeting: September 17, 2024 @ 6:00 p.m.

General Government Committee Meeting: September 25, 2024 @ 8:30 a.m.

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Lodging Tax & Events Committee Meeting: September 9, 2024 @ 8:30 a.m.

Public Safety & Health Committee Meeting: September 17, 2024 @ 1:00 p.m.

Coal Mines Trail Meeting: September 9, 2024 @ 6:00 p.m.

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE**

MINUTES

AUGUST 1, 2024

12:00 PM

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1. Call to Order/Pledge Allegiance

Audrey Malek - absent
Ken Ratliff - present
Jerred Weis - absent

Matthew Lundh - Mayor
Debbie Lee - Clerk
Audrey Casassa - Utility Clerk
Aaron Barr - Public Works

2. Unfinished Business

a. Water Reserve Rate - Mayor Lundh

Mayor Lundh explained that this would be a change to the water reserve rate structure. Currently, the water reserve fee is a fixed rate. The proposed change is to charge \$10.56 per ERU. This is based on 1,200 cubic feet per month. Most residential homes use this amount. Businesses who have more water usage will be charged more ERU's based on consumption.

The Public Works Committee will recommend passage of this new rate to the Council.

b. Downtown Parking Discussion - Mayor Lundh

Mayor Lundh informed the Public Works Committee that the City of Roslyn is currently using this app, and it has been successful in increasing their revenue by \$15,000 - \$17,000 per year. This parking is marked resident exempt. It would be a good way to increase revenue to help offset the costs of maintaining the planters, irrigation and sidewalks downtown. A previous discussion was had about forming a LID where each business is levied a monthly amount. This program does not cost the city, and it would be marked as county exempt. The company provides the signs, waives fees and takes 4% of the collected fees. The City would follow Roslyn's lead and not enforce it. It would be a voluntary pay system. In the future, there could be a code enforcement officer enforcing parking. The Mayor would like to make this presentation to the City Council at the next meeting.

c. Approve June 6, 2024, Public Works & Community Development Meeting Minutes

MOTION: Councilmember Ratliff made a motion to approve the June 6, 2024 Public Works & Community Development Minutes.

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MOTION CARRIED: 1 yes 0 no.

3. New Business

a. Cemetery Clean Up - Discussion

Mayor Lundh stated that the city had hired a new caretaker. There have been ongoing issues with clean up of the cemetery regarding artificial flowers that get blown away from the sites and litter the cemetery.

Henry Johnston from Johnston - Williams Funeral Home suggested making sure that there is clear signage at the entrances of the cemetery stating what is allowed and when clean up days are scheduled. Maybe during the mowing season (state months) only fresh flowers are allowed. Henry said that a cemetery of this size would generally have 3 full-time employees. He thought spring would be the best time to implement the new cemetery guidelines.

Committee Member Ratliff stated that the city has set aside \$100,000 for irrigation repairs, which would be a good start, but the last bid was almost double that amount. The SNPJ Section has its own irrigation system.

Aaron Barr of Public Works said that HLA has submitted a grant in the past, but the city was not successful in getting it. Aaron said that irrigation and fake flowers are the biggest issues.

The Committee will discuss this further at their next meeting when more committee members are present.

b. Waste Management - Recycle

Mayor Lundh reported that the contract renewal for the City of Cle Elum with Waste Management is almost completed. The County is mandating a recycling service, so there will be recycling trucks in the Cle Elum area. This will allow the citizens of Cle Elum to opt in for Recycle Services at a cost of \$13-\$14 per month for curbside recycling. Glass is still not allowed but mixed paper and cardboard are.

c. Garbage - Discussion (municipally owned)

The Council/Committee recommended this discussion about the City of Cle Elum having their own garbage service.

Committee Member Ratliff thought it would be worth looking at the costs, benefits and numbers on paper.

Mayor Lundh talked to Sultan's Public Works Director as they had their own municipal garbage collection. They got out of the garbage business as it was difficult to keep the

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garbage trucks maintained and hire employees. There is a lot that would have to go into being able to provide garbage service for the citizens. A building to house the trucks, maintenance, employees, insurance, purchase cans, dumpsters, a billing clerk to name a few. The costs would be high.

Mayor Lundh will work on getting numbers together to present to the committee.

d. New City Park -

The City has a small parcel 4/10 of an acre on 7th Hill that is to be a park.

Jim Berger from Trail Side stated that the development has to have a walking path that connects to the new park. They can make it plain Jane or make it meander, but this would mean using about 500 square feet of the park. There are mining artifacts that they would like to make more presentable. Trail Side had a landscape architect draw up plans to make it look more natural. They want to make a seating area. Currently, there are homes under construction, but this pathway will need to be completed. Jim Berger wanted to know if the City was interested in working with Trail Side to get the park moving forward.

Gordon Jones is the co-chair of the No. 7 Hill Historic Preservation Committee. The Committee does not want the pathway using the space designated for the park. This committee came up with a name for the park and would like to name it No. 7 Miners Memorial Park. They have a goal to fire wise the park and name it this year. They are in the planning phase and a landscape firm is willing to donate their time. This park is qualified as a historical site, so this will enable the committee to apply for grants.

e. Coal Mines Trail Interlocal Agreement - Mayor Lundh

Mayor Lundh reported that he met with Laura Osiadacz County Commissioner, and the City of Roslyn to work on an updated Interlocal agreement with the Coal Mines Trail. Some discussion points were possibly increasing the yearly amount, which currently is \$2,000.00 per entity. This Interlocal agreement is dated 1994. On October 12, 2024, there will be a joint meeting with the City of Cle Elum, City of Roslyn and the County to memorialize an updated Interlocal agreement for the Coal Mines Trail.

f. First Street Handicap Parking

Mayor Lundh informed the Committee that when the first phase of the Downtown Revitalization Project was completed at that time, the City had made a conscious decision to not have handicap parking, as it would take up too many spaces. Mayor Lundh wanted to have a discussion with the Committee and, possibly before the final phase of the Downtown Revitalization Project is complete, to possibly add designated handicap parking on every other block on the south side. This will not be an issue as the curb cutouts are already in place. This is still compliant with ADA guidelines.

The Committee will recommend this to the Council at the next meeting.

4. Other Committee Comments

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Committee member Ratliff would still like to look at future transportation issues and capacity. He feels that 903 and Bullfrog do not have enough access.

There was discussion about the 1.5 million that was allocated to the City for the Downtown Revitalization Project (after the project was fully funded). HLA is trying to see if the money can be re-allocated to Railroad Street.

They also discussed having another access out of City Heights.

5. Adjourn

The meeting was adjourned at 1:29 p.m.

Jerred Weis, Chair

Debbie Lee, Clerk

Chapter 12.01
RIGHT-OF-WAY USE PERMITS

Sections:

12.01.010	Purpose.
12.01.020	Definitions.
12.01.030	Prohibited acts – Notice and permit required.
12.01.040	Application requirements.
12.01.045	Projecting sign and awning right-of-way use permit
12.01.050	Right-of-Way Permit DurationLength of permit validity.
12.01.060	Permit conditions.
12.01.070	Notification.
12.01.080	Standards for restoration of surfaces.
12.01.090	Clean-up.
12.01.100	Nonperformance by applicant—City to perform work—Costs.
12.01.110	Inspection.
12.01.120	Violations—Penalties.
12.01.130	Permit revocation.
12.01.140	Permit exceptions.
12.01.150	Indemnification.

12.01.010 Purpose.

It is the purpose of this chapter to provide for the issuance of right-of-way use permits in order to regulate activities within city of Cle Elum owned right-of-way in the interest of public health, safety, and welfare and to provide for the fees, charges, warranties, and procedures required to administer the permit process. It is in the city and citizens' interest to conduct work in the right-of-way that is safe and harmonious with other right-of-way uses.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.020 Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter and any accompanying procedures:

“Applicant” or “permittee” means the person, firm or organization making application for a permit, holding a permit, or doing work under a permit issued under this chapter.

“City” means the city of Cle Elum.

“City engineer” means the city engineer of the city of Cle Elum or his/her designee.

“Permit” means a document granted under the provisions of this chapter authorizing specified work in city rights-of-way.

“Portable sign” means a sign made of any material, including paper, cardboard, wood or metal, which is capable of being moved easily and is not permanently affixed to the ground, structure or building. This also includes sidewalk or sandwich board signs, see CEMC 15.20.

“Projecting sign” means a sign which is attached to and projects horizontally from a building wall into the right-of-way, see CEMC 15.20.—

“Restoration” means the act of repairing, replacing or cleaning the right-of-way to its former condition with like or better quality and to the satisfaction of the city.

“Right-of-way” means all property in which the city has any form of ownership, title, easement or interest and which is held for public road or travel purposes, regardless of whether any road or sidewalk exists thereon or whether it is used, improved or maintained for public travel.

“Structure” means any building, booth, scaffold, fence, stand, platform, sign, pole, ladder, posts, pipe, wire, cable or any other thing placed or maintained on, over, under or within any right-of-way.

“Work” means any activity disturbing, disrupting, impairing, hampering, impeding or preventing public travel on or access to any right-of-way, or affecting any improvement on any right-of-way.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.030 Prohibited acts – Notice and permit required.

A. Except upon application to and issuance by the city of a [right-of-way](#) permit, it shall be unlawful to do any work in any right-of-way. Work for which a [right-of-way use](#) permit is required shall include, but not be limited to, the following:

1. Placing or maintaining any structure, [including signage and awnings](#), within a right-of-way.
2. Spilling, dumping, discharging or depositing any material within a right-of-way.
3. Excavating, filling, or grading any land, or constructing any structure when said activity does or is likely to result in any deposit of dirt, mud, rock, debris or other material within a right-of-way.
4. [Cutting, pruning, or disturbing any brush, trees or landscaping within a right-of-way.](#)
5. Cutting, digging, marring or otherwise disturbing the road, road bed, road surface, sidewalk, sidewalk bed, sidewalk surface or any other portion of a right-of-way.
6. Painting or marking, including utility locate markings, within the right-of-way.

B. A separate permit shall be required for each separate work occurring on or in a right-of-way, as determined by the city engineer.

C. A separate permit shall be required for each separate person, firm or corporation working in any right-of-way, as determined by the city engineer.

(Ord. 1639 § 1 (Exh. A), 2022)

Commented [BA1]: Weed removal should be acceptable? Thinking First Street, in-ground planter maintenance by business owners.

Commented [CM2R1]: Amend this to exclude planters, or remove altogether.

12.01.040 Application requirements.

A. When applying for a right-of-way permit, the applicant shall provide the following:

1. A detailed sketch showing proposed work in relation to the public right-of-way, other existing utilities and street improvements;

2. A certificate of liability insurance naming city as an additional insured, and for construction projects, insurance should include with minimum limits of liability stated in the most recent edition of Standard Specifications for Road, Bridge, and Municipal Construction as published by WSDOT ~~Standard Specifications for Municipal Public Works Construction, published by the Washington chapter of the American Public Works Association (APWA)~~ or as otherwise required by the city; provided, however, that a self-insured public utility may submit a letter of responsibility in lieu of a certificate of liability insurance. Such letter of responsibility shall be approved as to form by the city attorney prior to acceptance by the city;

3. A statement regarding coordination with other utilities as to location of work so as not to interfere with those utilities.

B. No opening shall be made until all necessary fittings and materials are available and on hand to complete all work.

C. Franchised utilities shall utilize the standard locations for their facilities where practicable.

D. An administrative fee set forth by resolution of the city council shall be charged for the review and issuance of each permit.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.045 Projecting sign and awning right-of-way use permit.

A right-of-way use permit shall be granted by the city engineer or his/her designee for a sidewalk sign, projecting sign or awning (including awning signs) and shall endorse the application form if it meets the following conditions:

A. The business/commercial use has a current and valid business license from the city of Cle Elum, and is located in a commercial or industrial zoning district;

B. The sign complies with all the requirements found in CEMC 15.20, et al.;

C. A site plan has been filed with the application, which identifies the proposed location of the sidewalk sign or awning sign and ensures that if a portable sign is placed on the sidewalk, an area of the sidewalk at least four feet in width is maintained at all times for compliance with the Americans with Disabilities Act of 1990 standards which will not be impeded by the sidewalk sign;

D. Sidewalk, projecting signs and awnings must comply with all provisions of this chapter including but not limited to application requirements, annual fees and renewal, liability insurance, appeals and safety compliance.

12.01.050 ~~Length of permit validity~~Right-of-Way Permit Duration.

~~Such permit shall be valid for a time period not to exceed one hundred twenty days from date of issuance; provided, however, that an applicant may request one extension of time not to exceed sixty days in duration. Such request shall be written and received by the city at least seven days prior to the expiration date of the original permit.~~

1. ~~Short-Term Right-of-Way Permits:~~

~~Short-term right-of-way permits are issued for uses of the public right-of-way that are valid for a time period not to exceed one hundred twenty days from date of issuance. These uses include but are not limited to: placement of limited-term container-type storage units; placement of limited-term dumpsters; use and occupation of the right-of-way for construction projects lasting less than one hundred twenty days; and temporary storage of landscaping materials being used in a project.~~

2. ~~Long-Term Right-of-Way Permits:~~

~~Long-term right-of-way permits are valid for up to one (1) year from the date of issuance. These permits are subject to renewal on an annual basis upon application and payment of the fee set forth in the city's master fee schedule and the submittal of a renewed insurance policy. Permits granted under authority other than this chapter shall remain in effect according to their terms without the need for application or renewal unless terminated or revoked as provided by the terms of those permits. These uses include but are not limited to: sidewalk and projecting signs; and awnings.~~

3. Permit Extensions:

For permits that do not fall under long-term classifications, the initial permit shall be valid for a period not exceeding one hundred twenty (120) days from the date of issuance. An applicant may request ~~one extension~~ of up to sixty (60) days. Such a request must be made in writing and received by the city at least seven (7) days prior to the original permit's expiration date.

Commented [CM3]: Would there ever be a need to do more than one extension?

Commented [BA4R3]: I imagine so

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.060 Permit conditions.

A. The city engineer will endeavor to review the permit application within ten days of its acceptance. If the city engineer concludes that the work can comply with the provisions of this chapter, the city engineer may grant the permit and shall include such terms and conditions as are required by the code and/or as necessary to protect the public health, safety and welfare.

Commented [BA5]: I have never reviewed a right of way use permit application. I'd recommend the Permit Technician review and request engineering help if needed, but not default to the City Engineer for all permits.

B. The following conditions shall apply to every permit, and shall be in addition to any conditions particular to a specific permit:

1. All permits shall be permissive and shall be subject to the public right of travel on and access to the right-of-way.
2. The applicant shall have secured all other necessary or required permits, licenses or legal approvals.
3. The applicant is responsible for complying with all applicable local, state and federal health and safety codes, standards, regulations and/or accepted industry standards. It is the responsibility of the applicant to ~~insure~~ensure that their work force and the public are guarded against any hazards arising from activities of the applicant or its agents.
4. The applicant shall furnish, place and maintain all required traffic-control devices (both vehicular and pedestrian). Signing and traffic control provided by applicant shall comply with the current edition of the Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration (FHWA) and as approved by the Washington Department of Transportation.

5. Any traffic restriction shall be approved by city officials.
6. All work performed shall conform to the Design and Construction Standards~~design standards and specifications~~ of the city, and all standard manuals used by the city in the administration of its duties.
7. Restoration shall be required and completed within the designated duration of the permit.
8. Right-of-way surfaces shall be cleaned prior to the end of each day's operation, and all catch basins, culverts or other city-owned improvements affected by any deposit of dirt, mud, rock, debris or other material shall be cleaned as specified by the city engineer.
9. No permit shall be assigned without the written agreement of the city.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.070 Notification.

The applicant shall notify the public works director or its designee at least forty-eight hours prior to starting work.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.080 Standards for restoration of surfaces.

- A. The applicant shall, with reasonable promptness and no later than twenty days after the work is finished, restore the surface of such streets, avenues, lanes, highways, sidewalks, pathways, and public places.
- B. The applicant shall satisfactorily restore all areas disturbed by construction activities to an equal or better condition than existed prior to construction. All surfacing restoration shall meet the minimum depths stated in the City's Design and Construction Standards, current edition. ~~The following shall be considered the minimum acceptable depths of surfacing materials to be replaced dependent upon existing surfacing type:~~

The Cle Elum Municipal Code is current through Ordinance 1673, passed July 9, 2024.

- ~~1. Asphalt concrete pavement and/or bituminous surface treatment surfacing:~~
 - ~~a. Three inches compacted depth asphalt concrete pavement, Class G, placed in two lifts;~~
 - ~~b. Three inches compacted depth crushed surfacing top course (5/8"-0);~~
 - ~~c. Eight inches compacted depth ballast (2½"-0).~~
 - ~~2. Cement concrete sidewalk:~~
 - ~~a. Four inches thickness in pedestrian areas, three thousand psi twenty-eight day minimum compressive strength cement concrete;~~
 - ~~b. Six inches thickness in vehicle areas, three thousand psi twenty-eight day minimum compressive strength cement concrete;~~
 - ~~c. Two inches compacted depth crushed surfacing top course (5/8"-0) under all cement concrete areas;~~
 - ~~d. Refer to city sidewalk specifications.~~
 - ~~3. Gravel street:~~
 - ~~a. Three inches compacted depth crushed surfacing top course (5/8"-0);~~
 - ~~b. Nine inches compacted depth ballast (2½"-0);~~
 - ~~c. Replace all ballast if mud or clay.~~
 - ~~4. Gravel street shoulder:~~
 - ~~a. Four inches compacted depth crushed surfacing top course (5/8"-0).~~
- C. Cement concrete curb and gutter shall be replaced where disturbed with new cement concrete curb and gutter as shown on the [City's Design and Construction Standards, current edition](#)~~city's Standard Driveway Detail and the referenced APWA Specifications and Standard Plans.~~
- D. Temporary crushed-rock trench restoration ([1.5" minus gradation](#)) will be permitted for a maximum of two weeks following installation of facilities.

- E. If adverse weather conditions exist, temporary asphalt concrete cold-mix patch will be permitted until weather conditions permit the required permanent restoration specified above.
- F. All restoration materials and workmanship shall be in accordance with the Standard Specifications for Road, Bridge, and Municipal Construction as published by WSDOT, most recent edition.~~most recent edition of the referenced APWA Specifications.~~
- G. All trench backfill and restoration materials must be compacted to ~~ninety-five percent of maximum density at a maximum of six-inch lifts.~~the limits identified in the City's Design and Construction Standards.
- H. All restoration work must be approved by the city.
- I. A deposit or bond in an amount to be determined by the city engineer may be required prior to commencing work in order to guarantee materials and workmanship; provided, however, that self-insured public utilities shall be excluded from this requirement provided they have complied with CEMC 12.01.040.
- J. All restoration materials and workmanship must be guaranteed for a one-year period following formal acceptance of same by the city. Any remedial work required during this guarantee period must be provided and performed by the applicant, at the applicant's sole expense, upon demand by the city.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.090 Clean-up.

The applicant is to restore all areas worked to equal or better condition than found within twenty calendar days of completing the installation, weather permitting. Any extension of time shall be approved in writing by the city.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.100 Nonperformance by applicant—City to perform work—Costs.

The city may, upon twenty [calendar](#) days' written notice to the applicant, at any time do, or order to have done, any and all work that it considers necessary to restore any area left in an unsatisfactory condition or in a condition, in the opinion of the city, dangerous to life or property; and the applicant, upon demand, shall pay to the city all costs, including any consultant or legal fees, of such work plus ten percent.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.110 Inspection.

The applicant shall pay, upon completion of the project and inspection by the appropriate city official [or consultant](#), an inspection fee covering the actual cost of said inspection. A statement of costs shall be rendered to the applicant at the completion of the project.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.120 Violations—Penalties.

- A. The violation of or failure to comply with any provision of this chapter is declared to be unlawful and a nuisance.
- B. Any violation of any provision of this chapter is a civil violation, for which a monetary penalty may be assessed and abatement may be required as provided in this code.
- C. In addition to or as an alternative to any other penalty provided by this chapter or by law, any person who violates any provision of this chapter shall be guilty of a misdemeanor.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.130 Permit revocation.

A. Notwithstanding any other section of this chapter, the city engineer may immediately revoke or suspend any permit by giving the applicant written notice thereof if any of the following has occurred:

1. The work or activity does not proceed in accordance with the plans as approved, or conditions of approval, or is not in compliance with the requirements of this code or procedures, or other city ordinances or state law.
2. The permittee has made a misrepresentation of a material fact in applying for a permit.
3. The city has been denied access to investigate and inspect the right-of-way.
4. The work creates an unsafe condition with respect to the public, public property, any abutting property, or any other property, person or thing lawfully in or adjacent to the right-of-way.
5. The applicant has failed to comply with any term of this chapter or any other applicable law, statute, code provision or regulation.
6. The applicant has failed to pay any fee, penalty or deposit levied pursuant to this chapter.
7. In the event of any violation of the terms and conditions of the permit, including but not limited to the failure to maintain insurance as required.
8. The applicant has permitted or maintained any nuisance on the right-of-way.
9. In the event the city needs the right-of-way. The city's use of the right-of-way shall take precedence over any other use.
10. [The sidewalk sign, projecting sign, or awning/awning sign has become dilapidated or poses a safety hazard; or the property owner has not submitted the required annual fee and updated insurance policy within ~~xx~~thirty \(30\) calendar days of the anniversary of the annual permit issuance.](#)

B. Upon suspension or revocation of a permit, all use of the right-of-way shall cease, except as authorized or directed by the city.

C. The permittee shall be responsible for all costs necessary to remove the structure from the right-of-way and for the restoration of the right-of-way.

D. If any use or occupancy for which the permit has been revoked is not immediately discontinued, the director of public works may remove any such structure or obstruction or cause to be made such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, the cost and expense of which shall be assessed against the permittee, including all fees, costs, and expenses incurred, including attorneys' fees associated with the enforcement of or collection of the same. The city may enforce this chapter in any manner provided by law, including the abatement of public nuisances.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.140 Permit exceptions.

A. A right-of-way use permit may not be required of utilities or franchised utilities when responding to emergencies that require work in the right-of-way, such as water or sewer main breaks, gas leaks, downed power lines or similar emergencies; provided, that the department shall be notified by the responding utility or city contractor verbally or in writing as soon as practicable following onset of an emergency. ~~Nothing herein shall relieve a responding utility or city contractor from the requirement to apply for a right-of-way use permit within forty-eight hours after beginning emergency work in the right-of-way and comply with the requirements of the chapter.~~

B. ~~The city shall determine whether a permit shall be required for routine maintenance and construction work performed by city utilities and city maintenance crews.~~Work by the City of Cle Elum or its contractors, is exempt from this chapter. Additionally, if franchised utility work is taking place as part of a City of Cle Elum project, the franchised utility work is exempt from this chapter.

(Ord. 1639 § 1 (Exh. A), 2022)

12.01.150 Indemnification.

The applicant shall fully indemnify and hold the city harmless from any and all liability which might arise as a result of the actions of the applicant, its agents, servants or employees. The city shall notify the applicant promptly of any action filed against the city.

(Ord. 1639 § 1 (Exh. A), 2022)

The Cle Elum Municipal Code is current through Ordinance 1673, passed July 9, 2024.

Disclaimer: The city clerk's office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited here.

[City Website: cityofcleelum.com](http://cityofcleelum.com)

[City Telephone: \(509\) 674-2262](tel:(509)674-2262)

[Hosted by General Code.](#)

The Cle Elum Municipal Code is current through Ordinance 1673, passed July 9, 2024.

AMENDED AND RESTATED SOLID WASTE AND RECYCLABLES
COLLECTION AGREEMENT

BETWEEN THE CITY OF CLE ELUM

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

AMENDED AND RESTATED SOLID WASTE AND RECYCLABLES
COLLECTION AGREEMENT
BETWEEN THE CITY OF CLE ELUM
AND
WASTE MANAGEMENT OF WASHINGTON, INC.

This Amended and Restated Solid Waste and Recyclables Collection Agreement (“Agreement”) is entered into as of the Effective Date, as defined below, by and between the City of Cle Elum, a Washington municipal corporation (“City”) and Waste Management of Washington, Inc., a Delaware corporation (“Contractor”) for the collection, transportation, and disposal of Solid Waste. City and Contractor may be referred to herein collectively as the “PARTIES” or individually as a “PARTY.”

RECITALS

WHEREAS, the Legislature of the State of Washington has authorized and required local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste; and

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide residents in the franchise area collection and safe transport to disposal facilities of municipal solid waste; and

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven collection, transportation and disposal of solid waste within the area covered by this grant of franchise.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the PARTIES mutually agree to the following terms and conditions.

1. Definitions.

1.1 “**Effective Date**” means January 1, 2025.

1.2 “**Adjustment Date**” means January 1, 2013~~2026~~, and each January 1st thereafter during the term of this Agreement.

1.3 “**Bulky Goods**” means discarded large items of Solid Waste such as appliances, furniture, small auto parts, and other similar waste materials with weights and volumes greater than those allowed in waste collection bins, carts or other containers.

1.4 “**Cart**” means a Contractor-owned wheeled cart that is a plastic container with 35, 64, or 96 gallons of ~~C~~capacity; designed for and used with a hydraulic lifting mechanism; fitted with a sturdy handle and a cover; ~~be is~~ rodent and insect resistant; and ~~be~~-capable of holding collected liquids without spilling when in an upright position.

1.5 “**Commercial**” means non-single-family dwellings, and includes Multifamily Complex(es) and premises upon which business, governmental, religious, industrial, or educational activity is conducted; however a business conducted upon a single-family dwelling which is permitted under applicable zoning regulations, and is not the primary use of the dwelling, are excluded.~~...~~

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1.6 **“Container”** means Contractor-owned metal container with capacities of 1.5 cubic yards or more.

1.7 **“Curb or Curbside”** means a location at a Residential property, within five feet of the public street without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor’s equipment.

1.8 **“Excluded Solid Waste”** means the following materials, provided, however, that the Contractor and the City may in the future agree in writing to include any of the following materials as Solid Wastes subject to this Agreement:

- (a) Recyclable Materials, except for incidental quantities commingled with other Solid Waste;
- (b) Yard Debris, except for incidental quantities commingled with other Solid Waste;
- (c) Bulky Goods;
- (d) Animal manures, dead animals, and animal remains, including remains from slaughterhouses or butcher shops;
- (e) Grease waste or used cooking oil;
- (f) Sewage sludge, septic tank and cesspool pumpings, or other sludge;
- (g) Biomedical wastes as defined in ~~RCW 70A.228.010~~ **70.95K.040**;
- (h) Asbestos and asbestos-containing waste;
- (i) Universal wastes as defined in ~~Chapter 173-303 WAC 173-300-020~~ and ~~40 CFR § 273.9~~, including but not limited to batteries, pesticides, mercury-containing equipment, **aerosol cans** and universal waste lamps as defined therein;
- (j) Other wastes which require specialized disposal or treatment under state or federal law;
- (k) Hazardous Waste; and
- (l) Other wastes that the Parties agree to from time-to-time in writing to be included as Excluded Solid Waste.

Commented [SG1]: RCW 70A.228.010 - Recodified
<https://app.leg.wa.gov/RCW/default.aspx?cite=70A.228.010>

Commented [SG2]: WAC 173-300-020 – Recodified
[https://app.leg.wa.gov/wac/default.aspx?cite=173-300-020#:~:text=\(2\)%20%22Biomedical%20waste%22,human%20pathogenic%20microorganisms%20during%20research.](https://app.leg.wa.gov/wac/default.aspx?cite=173-300-020#:~:text=(2)%20%22Biomedical%20waste%22,human%20pathogenic%20microorganisms%20during%20research.)

Commented [SG3]: 40 CFR subchapter 273.9
<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-I/part-273/subpart-A/section-273.9>

1.9 **“Extra Unit”** means ~~excess Solid Waste or Recyclable Materials that do not fit in a customer’s primary Cart or Container, excluding Bulky Goods. For Cart service, Extra Units are measured in 32-gallon increments, and for customers whose primary Solid Waste Container is one (1) cubic yard or greater in rated capacity, an Extra Unit is measured 96-gallon increments. Contractor shall charge customers for any Extra Units collected, pursuant to the Rates. contained in either a plastic bag or customer-owned can or cart. Extra may be contained in a cardboard box or container marked “reeycling”. For Garbage Containers that are one (1) cubic yard or more in rated capacity, an Extra is 96-gallons. Contractor shall charge customers for any Extras collected, pursuant to the Rates.~~

1.10 **“Franchise Area”** means: (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area within Kittitas County as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means

but only from and after the time as the Contractor is able to provide collection services in such additional area.

1.11 **“Hazardous Waste”** means wastes that are defined as hazardous, ~~toxic, or dangerous waste, wastes or any other radioactive, volatile, corrosive, flammable, explosive, bio-hazardous, or toxic waste, substance or material, or contaminant, pollutant, or chemical, known or unknown, as defined by identified as such in any existing or future listed or characterized under~~ applicable federal, state, or local law, statute, code, ordinance, rule, ~~s or~~ regulations, guideline, decree, or order relating to human health or the environment or environmental conditions, including, but not limited to any substance that is:

- (a) ~~Defined as hazardous by 40.C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq.~~
- (a)(b) ~~Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and~~
- (c) ~~Any substance that comes within the scope of this definition after the Effective Date of this Contract.~~
- (b)(d) ~~Any substance that ceases to fall within this definition after the Effective Date of this Contract shall not be deemed to be Hazardous Waste.~~

1.12 **“Rates”** means ~~the costs to be amounts charged by Contractor for to, and paid by, customers to Contractor for the collection services contemplated herein, and other services that Contractor may provide to customers, pursuant to the Service Rate Schedule set forth in Exhibit A, attached to this Agreement and incorporated herein, as may be adjusted pursuant to the terms of this Agreement.~~

1.13 **“Recyclables”** means the materials and specifications set forth in Exhibit B.

1.14 **“Residential”** means single family dwellings, duplexes, apartments, mobile homes, condominiums, and other residences where service is billed directly to the occupant of each residence.

1.15 **“Return Trip Fee”** means the fee charged when Contractor is requested by the customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log or with a photograph).

1.15 **“Solid Waste”** means solid waste, as defined in ~~RCW 70A.205.015~~ 70.95.030(22), generated by or at any and all public and private ~~Residential~~ residential, commercial, and industrial sources located

Commented [SG4]: RCW 70A.205.015
<https://apps.leg.wa.gov/rcw/default.aspx?cite=70A.205.015>

in the Franchise Area. Notwithstanding the definition of “solid waste” in RCW ~~70A.205.015~~~~70.95.030(22)~~, the definition of Solid Waste for purposes of this Agreement does not include those materials specifically identified herein as “Excluded Solid Waste”, unless the Parties subsequently agree in writing to include such materials within the definition of Solid Waste for purposes of this Agreement.

1.16 ~~“Recyclable Materials” mean recyclable materials as defined in RCW 70.95.030(17) as “those solid wastes that are separated for recycling or reuse, such as papers, metals, and glass, that are identified as recyclable material pursuant to a local comprehensive solid waste plan.”~~

~~1.17~~ —“Yard Debris” means yard debris as defined in RCW 70.95.030(28) as “plant material commonly created in the course of maintaining yards and gardens, and through horticulture, gardening, landscaping, or similar activities. Yard debris includes but is not limited to grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, vegetable garden debris, holiday trees, and tree prunings four inches or less in diameter.”

Commented [SG5]: RCW 70.95.030(28)
<https://app.leg.wa.gov/rcw/default.aspx?cite=70A.205.015>

2. Exclusive Right (Solid Waste), ~~±~~Self-Haul Exclusion, and Subscription-based Recyclables Collection.

2.1. The City does hereby grant to Contractor the exclusive duty, right and privilege to collect, transport, dispose, process or otherwise manage all Solid Waste generated, deposited, accumulated or otherwise coming to exist in the Franchise Area. All ~~r~~Residential (including multi-family residences), commercial, and industrial generators of Solid Waste within the ~~Franchise~~ Franchise Area shall be required by the City to utilize the Solid Waste collection services of Contractor provided hereunder.

2.2. The City does hereby grant to Contractor the right to offer subscription-based collection and marketing of Recyclables to those customers in the Franchise Area who elect to subscribe.

~~2.2.2.3.~~ Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant, or tenant of any residential, commercial, or industrial premises from personally handling, hauling, or transporting Solid Waste generated by or at such residential, commercial, or industrial premise to an authorized disposal facility or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell any Recyclables ~~Materials~~ to any person lawfully engaged in business in the Franchise Area or to donate Recyclables ~~Materials~~ to any bona fide charity, provided that all such Recyclables ~~Materials~~ are separated by the generator.

3. Term; Termination.

The ~~Initial~~Term of this Agreement shall be ~~SEVEN (7) five (5) years~~, commencing on the Effective Date set forth above and terminating ~~on December 31, 2017 at 11:59 p.m. on~~ DecemberSeptember 31⁰, 2029. The Parties may extend the Term of this Agreement for successive five (5) year periods when mutually agreed in writing and signed by the Parties. ~~This Agreement shall automatically renew thereafter for additional terms of TWELVE (12) months each or such other terms as the Parties agree in writing (“Renewal Term”), unless either Party gives to the other Party written notice of termination at least NINETY (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service until such Service is completed.~~

4. Contractor Services.

4.1. Collection Services. Contractor shall furnish all labor, supervision, materials, supplies, equipment and all other items required to collect, transport, dispose, process or otherwise manage all Solid Waste ~~collect and dispose of all Solid Waste~~ generated by or at any and all public and private residential, commercial, and industrial sources located in the Franchise Area, as well as for the subscription-based collection and marketing of Recyclables (collectively, the “Services”). Contractor shall perform the Services in a lawful and professional manner so that the residential, commercial, and industrial customers within the Franchise Area are provided reliable, courteous, and high-quality Solid Waste and Recyclables collection service.

4.2. Hours and Days of Operation.

- (a) Unless otherwise authorized by the City, Contractor shall perform the Services within the Franchise Area only between the hours of 5:00 am and 7:00 pm, Monday through Saturday, except for the following Holidays: New Years Day, Thanksgiving, and Christmas.
- (b) If a regularly-scheduled collection day falls on a Holiday, as identified above, Contractor shall provide collection service on the next operating day as identified above, unless otherwise agreed to by the Parties.
- (c) Contractor shall provide to the City a schedule setting forth the day or days for scheduled Solid Waste and Recyclables ~~collection-s~~Services and the collection zone or route for such scheduled ~~Solid Waste collection-s~~Services. Upon sixty (60) days written notice to the City and with the City’s written approval which shall not be unreasonably withheld, Contractor may change the schedule for the ~~collection s~~Services.

4.3. Residential Solid Waste Collection. Contractor shall collect Solid Waste from all Residential customers on a weekly basis. Except as otherwise provided herein, Contractor shall collect all Solid Waste properly set out for collection at the Curb in a Contractor-owned Cart at the date and time established for regularly-scheduled collection. For ~~r~~Residential collection, the Contractor-provided Cart shall serve as the ~~residence’s-premises’~~ primary Solid Waste ~~Ccollection receptacle~~container.

4.4. Commercial and Industrial Solid Waste Collection. Contractor shall collect Solid Waste from all Commercial and ~~i~~industrial facilities on a weekly basis or on a more frequent basis if requested by the customer. Except as otherwise provided herein, Contractor shall collect all Solid Waste properly set out for collection in a Contractor-owned Cart or Container at the date and time established for regularly-scheduled collection.

4.5. Subscription-based Recycling Collection. Contractor shall offer collection of Recyclables to those customers who elect to subscribe pursuant to the Rates, sizes, and frequencies set forth in Exhibit A.

4.6. Other Solid Waste Collection Services. From time-to-time, a customer may request that the Contractor provide other services related to Solid Waste collection not specifically provided for under Exhibit A of this Agreement. If Contractor agrees to provide such additional collection services, Contractor shall use current rates approved by the Washington Utilities & Transportation Commission (“WUTC”) under Contractor’s Certificate No. G-237 and Tariff No. ~~11-12~~ for Waste Management of

Ellensburg (as may be amended by the WUTC) for the service provided. If the intended services are not covered by either this Agreement or the Contractor's WUTC Tariff No. ~~4+12~~, the Contractor shall notify the City and propose a customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service.

4.7- Changes in Services. City may require changes in existing services or the addition of new services and Contractor shall comply with such changes, provided that if such changes result in increases in cost to the Contractor, Contractor shall have the right to negotiate a special rate adjustment pursuant to Section ~~xx-8.4~~ of this Agreement, and in no event shall Contractor be required to provide any additional service or implement any changes in existing service until such time as the Parties have agreed to an adjustment in the rates to cover the cost of, and compensate Contractor for providing, such additional or changed service. Contractor shall provide for City review and approval detailed analyses documenting the manner in which Contractor determines the existence of any such incremental cost increase.

4.84.7 Missed Collections.

- (a) Contractor Failure. When a customer has on their scheduled collection day and time, properly set out Solid Waste and/or Recyclables for collection, and ~~CONTRACTOR~~ Contractor has failed to collect as scheduled, Contractor shall make ~~provisions for providing a return trip at no additional charge if requested by the City.~~
- (b) Customer Failure. If, due to customer's improper set-out, including incorrect day, time, Contamination, or incorrectly contained materials, Contractor does not collect Solid Waste and/or Recyclables as scheduled, and if a return trip is requested by the City, a Return Trip Fee will be assessed.
- (c) Inclement Weather and Force Majeure. ~~special collections when Solid Waste has not been collected during a regularly scheduled trip. Special pickups for missed collection shall be made by the CONTRACTOR when directed by the CITY. For the purposes of this paragraph, a missed collection shall not be a Contractor Failure if due to include collections not made for reasons beyond the control of the CONTRACTOR, such~~
as Acts of God a Force Majeure event and/or when extreme weather conditions or temporary road surface conditions due to unusual or inclement weather. Normal snow and ice on streets and alleyways is not justification for missed
(a) — are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In the event of extreme weather conditions, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone or email as soon as possible of its decision not to provide some or all regularly scheduled collection services as a result of weather conditions. Contractor shall resume collection on the next normally scheduled collection day that weather conditions allow. When service is resumed, the Contractor shall collect reasonably accumulated excess volumes of materials equal to what would have been collected on the missed collection day from customers at no extra charge. If collection is interrupted for two consecutive weeks due to inclement weather, the Contractor shall provide two collection locations within the City Service Area where any Residential Customer, regardless of collection day, may bring their Garbage for drop-off at no

additional cost to the Customer. The location of these sites shall be mutually agreed upon with the City and these sites shall remain open for collection until all regularly scheduled service resumes. Contractor will service containers at the collection location when full, or provide additional containers as needed if collection of loaded containers is impractical due to weather conditions.

4.9 Carts and Containers.

(a) All ~~rResidential and, eCommercial, and industrial~~ customers shall use Contractor-owned Carts or Containers for Solid Waste and/or Recyclables collection service, which shall serve as their primary Solid Waste and/or Recyclables collection receptacle(s), container and which shall be provided by Contractor at no additional charge to customers, except as set forth in Exhibit B for certain temporary Containers.

~~(b) Extra Units are required to be set out as follows: (a) Solid Waste Extra Units may be contained in either a properly closed plastic bag or customer-owned can or cart, and (b) Recyclable Materials Extra Units may only be contained in a cardboard box, kraft paper bag, or customer-owned container marked "recycling". Properly closed plastic bags may be used for additional volumes of Solid Waste, but cannot be used as the primary Solid Waste container.~~

~~(b) —~~

(c) All Carts and Containers provided by the Contractor shall remain the property of the Contractor at all times, including upon termination of this Agreement.

~~(d) Contractor shall repair or replace at its cost Carts or Containers damaged by the negligent acts or willful misconduct of Contractor or its employees and through normal wear and tear of use. Collection crews shall note any damage to Carts or Containers, such as damaged hinges, holes, poorly functioning wheels and other similarly necessary repairs and will forward repair notices to Contractor's service personnel of any required replacement of or repairs to Carts or Containers, as appropriate. If a customer's Cart or Container become damaged or missing due to an accident, act of nature, the elements, fire, or theft or vandalism by other members of the public, Contractor shall replace such Cart or Container at Contractor's expense upon City's receipt of any such notice from a customer.~~

(e) If a Cart or Container is damaged by the customer (normal wear and tear excepted), Contractor may repair or replace the Cart or Container and shall be entitled to charge the customer a fee for the repairs to or replacement of the Cart or Container as set forth in Exhibit A.

4.10 Solid Waste Disposal. Contractor shall dispose of all Solid Waste collected under this Agreement, or any Solid Waste residuals remaining after processing, at any permitted and licensed site or facility, as mutually selected by Parties, where such disposal is lawful.

4.11 Customer Education. Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update that Contractor shall provide to Residential

Commented [SG6]: First Amendment, Dec 13, 2021

Collection crews shall note any damage to Carts or Containers, such as damaged hinges, holes, poorly functioning wheels and other similarly necessary repairs and will forward repair notices to Contractor's service personnel of any required replacement of or repairs to Carts or Containers, as appropriate. If a customer's Cart or Container become damaged or missing due to an accident, act of nature, the elements, fire, or theft or vandalism by other members of the public, Contractor shall replace such Cart or Container at Contractor's expense upon City's receipt of any such notice from a customer.

customers. The Annual Service Update shall be printed and mailed to customers each year, at no cost to City.

5.

Additional Collection Services to City. As partial consideration for this Agreement, Contractor shall provide the following at no additional cost to the City or its Solid Waste customers.

5.1 **Spring/Fall Clean-Up Program.** Contractor shall provide at no cost to the City or its Solid Waste customers, two (2) community-free Solid Waste disposal days, designated as “Community Clean Up Days”, at which the City shall issue, by individual customer request, a voucher for one (1) “non-commercial pickup truck load,” of Solid Waste that customer may deliver to the Upper Kittitas County Transfer Station at no cost to the customer. Contractor shall provide coupons to Residential customers twice annually (one per subscribing Residential customer, per occasion) for use at the Upper Kittitas County Transfer Station during the months of April and October. The coupons will be mailed to each customer in March and September each year. Customers may redeem their coupon for one standard pick-up load (legal to transport, 2.5 cubic yards level) disposal of household garbage, furniture items, or yard debris at no charge. Customers will be required to self-haul to the Transfer Station, show proof of their residency within the City of Cle Elum, and provide their coupon to the Transfer Station attendant. These events will be coordinated with the Kittitas County Solid Waste Programs. Contractor shall be responsible for all costs associated with the Spring/Fall Clean-Up Program. Event participation and disposal tonnage shall be reported to City on an annual basis. City and Contractor agree to evaluate the program each year. If disposal costs exceed \$15,000 per year, in order to continue the program, Contractor and City agree to adjust either the program coupon allotment or the Rates.

Commented [SG7]: First Amendment.

5.2 **City-Designated Events.** Contractor shall provide up to two (2) City-designated events each calendar year (‘Pioneer Days’ and ‘The Downtown Cleanup’) with such container sizes and service frequencies as set forth in Exhibit C.

5.3 **City Facilities.** Contractor agrees to remove and dispose of all Solid Waste from all existing City buildings, and facilities used for government business and, public Solid Waste containers and sites on a weekly basis at no cost to the City. Contractor further agrees to provide to the City at no additional charge, the following containers:

Contractor shall provide to the City, free of charge, collection of Solid Waste generated from typical office operations to the City-owned facilities set forth in Exhibit C (City Facilities and Events), which also lists Container sizes and frequencies of such collection. Such free collection of Solid Waste shall not apply to materials that (i) are other than Solid Waste generated at the City Facilities through normal operations; and/or (ii) are not generated by the City and/or are collected by third parties and delivered to a City Facility. Contractor shall also provide Solid Waste collection from City-owned street cans at locations and frequencies as set forth in Exhibit C. All locations must be accessible to the Contractor’s collection vehicles. If there are any additional City Facilities or services the City desires to include in Exhibit C after the Commencement Date of this Agreement, the Parties shall confer in good faith to negotiate an appropriate adjustment to the Rates.

5.2 — an up to 6-yard Container placed at the City garage;

5.3 — an up to 1-yard Container placed at City Hall;

5.4 — an up to 1.5 yard Container placed at the Cle Elum Fire Station No. 51, and

5.5 — an up to 1.5 yard Container placed at Fireman's Park from May 15th or the first business day thereafter through November 15 or the first business day thereafter.

6. Collection Exclusions.

6.1 Improper Setout and Contamination. If Solid Waste and/or Recyclables are set out inappropriately, improperly prepared, Oversized, Contaminated, or otherwise contain Excluded Materials, the Contractor shall not be required to collect such Container(s) or Extras. If the Contractor elects not to collect such Container(s) or Extras, the Contractor shall notify the customer of the specific problem(s) and reason(s) for rejecting the materials for collection. Such notification shall be provided by notification tag placed in a prominent location. Contractor will not knowingly collect an Oversized Extra, or a Contaminated Container if Contamination is visible to the driver prior to collection. If Contractor services a Container and subsequently discovers Contamination in the truck hopper at its top, Contractor may assess a Contamination Fee pursuant to the Rates in Attachment B. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in quarterly reports.

~~6.16.2 It is understood that the~~ for inspection upon reasonable notice during business hours. If Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released in reportable quantities in the Franchise Area, including on, in, under or about City property, including streets, easements, rights of way and City waste containers, Contractor shall immediately notify the City of the same.

7. Standards for Collection and Operation.

7.1 Compliance with Law. Contractor shall comply with all laws and regulations applicable to Contractor's operations, including laws, ordinance, rules and regulations of the United States, the State of Washington, the City, and the City and County of the location at which Solid Waste may be transported or disposed of hereunder.

7.2 Equipment. Contractor shall possess or demonstrate to the City's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the Services required of Contractor herein. Contractor shall maintain all trucks and equipment used within the Franchise Area in good mechanical condition and the same shall be clean, numbered and uniformly painted. All truck bodies used by Contractor shall be constructed of metal and shall be watertight and leak proof. Each vehicle used by Contractor shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Contractor shall have adequate coverage at all times to prevent the spillage of Solid Waste.

7.3 Collection Operations.

- (a) Contractor shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs.
- (b) The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work quietly as possible. Employees performing the Services shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans. Employees shall also return all Carts and Container, replace all covers and close all gates that they have opened. All employees shall wear clean, presentable clothing. Employees shall not trespass or cross property to neighbor's premises nor interfere with property, which does not concern them.
- (c) Contractor shall train its employees to take extra care in the loading and transportation of Solid Waste so that none of the Solid Waste to be collected is left either on private property or on streets or alleys by the Contractor. The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, alley, private access/place or public place by any of its equipment. If the Contractor fails to clean such materials within two (2) hours after notice is served by the City, the City may cause such spills to be cleaned and charge the cost to Contractor.

7.4 Business Office; Complaints. Contractor shall maintain a business phone that can be called by the City staff concerning customer complaints.

7.5 Contractor Planning Assistance. Contractor shall, upon request and without cost, make available either to the City or his/her authorized representative, planning and Public Works assistance in respect to design and planning solid waste facilities and their location upon the site of any proposed new construction or remodeling projects.

8. Rates; Adjustments; Billing.

8.1 Service Rate Schedule. Contractor shall provide the Services required under this Agreement for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Section (collectively, the "Rates"). Contractor shall bill the City monthly for Services as set forth in Exhibit A, attached hereto, and incorporated herein by this reference. The customer count shall be based upon the record of active customers maintained by the City. The count may be adjusted to reflect changes in active customers every (1) month. Payment shall be made to Contractor by City monthly for services rendered in the prior month.

8.2 Annual Rate Adjustment. Contractor Commencing on ~~the January 1, 2026 date that is one (1) year after the Commencement Date~~, and on the same date annually thereafter (each, an "Adjustment Date"), the Rates, ~~as adjusted hereunder~~, shall ~~be~~ automatically increase by ~~4%~~ a percentage equal to the percent change in the average Consumer Price Index for Urban Consumers: Water and Sewer and Trash Collection Services ("CPI") (Series CUUR0000SEHG, CUUS0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics. The first adjustment of the Rates will be based on the change in CPI, as described above, of the January 2024 published index compared to the January 2025 published index. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating adjustments. Annual CPI adjustments

~~shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating annual adjustments of the Rates.~~ At least thirty (30) days prior to each Adjustment Date, Contractor shall notify City of the adjustment taking effect and shall provide City with Contractor's calculations of such adjustment. Annual adjustments to the Rates shall only become effective following Contractor's timely provision of notice of such adjustment to customers.

8.3 Disposal Fee Adjustments. In addition to any annual Rate adjustment set forth above, Contractor shall be entitled to increase the Rates at any time for any increases due to actual increased tipping fees charged by Kittitas County, Washington. The tipping fee increase shall be allowed only to cover the actual increase in tipping fees plus the actual amounts of any additional applicable taxes, such as B&O taxes, resulting from such tipping fee increases. For purposes of determining the increase in Rates based on the increase in tipping fees charged by Kittitas County, the Parties shall use the following assumptions:

- (a) Each 32-35 gallon Cart, can, or equivalent = 35 lbs.
- (b) Each commercial loose cubic yard equivalent = 130 lbs.
- (c) Drop box/roll off yards shall be treated as a straight pass-through based of the actual net weight of the Solid Waste.

8.4 Other Rate Adjustments. The Contractor's Rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the provisions for Rate adjustments set forth in Sections 8.2 and 8.3 above, the Rates under this Agreement may, after written request of Contractor or City and after written approval by the City or Contractor, which shall not be unreasonably withheld, be further adjusted on an interim basis for increased or decreased expenses associated with performance of the Services due to any one or more of the following causes:

- (a) material changes in Contractor's costs resulting from a Force Majeure event;
- (b) changes in the scope or method of services provided by Contractor, changes in the Franchise Fee, or other changes or fees required, initiated, or approved by the City;
- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement;
- (d) a material increase in the cost of diesel fuel; or
- (e) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If either Party requests an adjustment due to the extraordinary circumstances set forth above, the requesting Party shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying rate adjustment necessary to offset such increased or decreased costs. The other Party may request any and all documentation and data reasonably necessary to evaluate such request by the requesting Party-, and shall act within ninety (90) days of receipt of the request to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

8.5 Customer Billing. City shall provide customer billing services and initial customer service functions for this Agreement for scheduled regular customers.

8.6 Contract Fee. Contractor shall pay the City a contract fee of five percent (5%) of gross receipts for the Services on all accounts within the Franchise Area. Payments shall be made to the City on or before the last day of the month following the month for which the contract fee is being paid. Alternatively, City may choose to deduct an amount equal to five percent (5%) of the gross receipts for Services on all accounts within the Franchise Area from the payment otherwise due to Contractor pursuant to Section 8.1.

8.11 Annexation. The exclusive area to be served shall be the Franchise Area as it exists on the Effective Date of this Agreement, as such Franchise Area may be amended throughout the term of this Agreement, including any extensions thereof, pursuant to this Section. Notwithstanding RCW 35.13.280, in the event an area already being served by Contractor is annexed by City, Contractor shall have the sole discretion to service any newly annexed areas under the terms and conditions set forth in this Agreement, as amended, or under the terms and conditions of Contractor's WUTC permit, for a term often (10) years, notwithstanding the term set forth in Section 3 of this Agreement. In consideration of such ten (10) year term (which is longer than the seven (7) year minimum term set forth in RCW 35.13.280 during which City must permit Contractor to service the newly annexed area or pay damages to Contractor), Contractor expressly waives and releases its right to claim any damages or compensation from City, its officers, agents, or assigns, arising out of the termination of any pre-existing permit or other agreement held by Contractor prior to such annexation, and further, Contractor specifically waives its right to receive any additional compensation or rights of collection in the newly annexed area, outside of the terms and conditions of this Agreement, as amended.

Commented [SG8]: First Amendment, Dec 13, 2021

In the event City annexes an area not served by Contractor, Contractor agrees to serve the annexed area for the remaining term of this Agreement, pursuant to the terms and conditions contained herein, if and when City establishes the legal right for Contractor to service such annexed area.

City shall provide Contractor with at least ninety (90) days' prior written notice of any pending annexations, so that Contractor has sufficient time to acquire the necessary equipment, make any necessary Rate and service adjustments, and provide notice to all customers within the newly annexed area.

9. Recordkeeping; Reporting.

Contractor shall make available to City for review relevant, non-confidential documents, reports, or other information regarding the services provided under this Agreement. The City shall have the right, during normal business hours and upon reasonable (at least three (3) business days) advance notice given to Contractor by the City, to inspect the records of Contractor to ensure compliance with the services provided under this Agreement. Contractor shall maintain records, customer lists, compliance records and customer complaints for a period of one (1) year or as required by law, whichever is the greater.

10. Default, Termination.

10.1 Default. In the event of any material failure or refusal of Contractor to comply with any obligation or duty imposed on Contractor under this Agreement, the City and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the PARTIES are unable to agree on the informal resolution or cure of the breach within ten (10) business days after City's notice to Contractor, the City shall have the right to terminate this Agreement if:

Amended and Restated Solid Waste and Recyclables
Collection Agreement Between the City Of Cle Elum and
Waste Management of Washington, Inc.

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- (a) Following the ten-day meeting period above, the City shall have given written notice to Contractor specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Contractor, and
- (b) Contractor fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by City under subsection (a) and Contractor thereafter fails to diligently continue to take reasonable steps to correct such default.

10.2 Termination. Upon the occurrence of a material breach, failure to cure and the declaration of termination of this Agreement by the City as provided above, this Agreement shall be of no further force and effect unless the City elects to terminate only a portion of the Services set forth herein and maintain the remainder of the Agreement.

11. Indemnity.

11.1 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless City and its employees, agents, appointed and elected officials (collectively, "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees, (collectively, "Damages") which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out with respect to claims by third parties for personal injury, property damage or other loss to the extent caused by, or arising from or in connection with the negligent actions or omissions or willful misconduct of Contractor, its employees or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent that they are caused by, arise from or in connection with any negligent actions or omissions or willful misconduct of City or its employees, agents, subcontractors or appointed or elected officials, including in connection with the use of Contractor's property or equipment during an emergency ~~as provided in Section xx.~~ The extent of Contractor's liability under this Section shall not exceed the amount of Contractor's proportionate share of fault. Contractor's obligations under this section specifically include a waiver of its immunity under Title 51 RCW, the Industrial Insurance Act, but only to the extent of Contractor's indemnity obligation herein. This waiver is specifically negotiated between the parties.

Commented [SG9]: There is no such provision.

~~11.11.2~~ Exclusions. (a) The foregoing indemnification by Contractor shall not apply to Damages concerning Excluded Waste, the title to which shall remain with the generator at all times. (b) Contractor shall not be responsible for damage to public roads or Commercial premises driving surfaces that may occur during the operation of its equipment in the performance of this Agreement.

~~11.211.3~~ Procedure. The Indemnitees shall cooperate in the defense of suit if requested by Contractor and shall have the right to approve counsel chosen by Contractor to litigate such suit, which approval shall not be unreasonably withheld. Contractor shall have the sole right to contest, defend, litigate and settle claims tendered by the Indemnitees hereunder provided that a least ten (10) business days prior to any such settlement, written notice of Contractor's intention to settle is given to the Indemnitees. In the event a dispute exists over whether an Indemnitee is entitled to indemnification, the Contractor shall defend the Indemnitee until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing party shall be entitled to indemnification for its defense costs incurred, including attorney and expert witness fees.

12 Insurance.

12.1 Coverage. Contractor shall secure and maintain continuously in full force and effect during the term of this Agreement, and any extensions hereof, insurance policies which will protect Contractor and City from claims from bodily injury, death or property damage which may arise from Contractor's activities or operations under this Agreement. Said policies shall be for not less than the amounts listed below:

- (a) Workers' Compensation: Statutory
- (b) Employer's Liability: \$1,000,000 per accident, per occurrence
- (c) Public Liability, Bodily Injury and Property Damage Insurance: \$5,000,000 per accident, per occurrence.
- (d) Automobile Liability Insurance: \$5,000,000 per accident, per occurrence

12.2 Additional Insured; Certificate. The liability insurance policies shall name the City as an additional insured. Contractor shall provide the City with a Certificate of Insurance duly executed by Contractor's insurance carrier which shall serve as evidence of the continued existence of Contractor's insurance policies required hereunder and which shall contain a provision that the coverage hereunder will not be canceled ~~or materially changed~~ without thirty (30) days prior written notice given City.

13. Financial Assurance.

~~Simultaneously with~~ No more than ten (10) days following the execution of this Agreement, Contractor shall file with City a bond, payable to City, securing Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be \$20,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of Washington, with a financial condition and record of service ~~reasonably satisfactory to City~~. The bond shall be in a form reasonably acceptable to the City. In the alternative, Contractor may obtain a letter of credit or open a certificate of deposit in the name of City or obtain and maintain a similar financial instrument in the amount set forth above to be held to secure this faithful performance. Alternatively, Contractor may make a cash deposit in the amount set forth above in a secured interest bearing account as agreed upon by the Contractor and the City. Interest earned from this account shall be paid to the Contractor annually. The cash deposit, plus all undistributed interest earned thereon, shall be returned to the Contractor upon expiration of this Agreement.

Commented [SG10]: We need the City to either provide a list of requirements or a list of sureties acceptable to the City. Please provide well in advance of signatures.

Commented [MT11R10]: Will ask the city

14. Dispute Resolution; Attorneys' Fees.

In the event of a dispute arising under this Agreement, the ~~PARTIES-Parties~~ shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If the ~~PARTIES-Parties~~ are unable to resolve the dispute, then the ~~PARTIES-Parties~~ shall retain all rights and remedies available under this Agreement or under civil or common law. In the event of any litigation to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to its reasonable attorney and expert witness fees and costs from the losing Party, at trial and on appeal.

15. Assignment.

Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person or corporate entity without the prior written consent of the City, which consent shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, Contractor shall have the right, without seeking or obtaining approval or authority from the City, to assign or transfer this Agreement to any affiliate of Contractor or its parent corporation.

16. Force Majeure.

Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, natural occurrences, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall give the City promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

17. Independent Contractor.

Contractor is an independent Contractor and shall not be deemed an employee of the City.

18. Captions.

Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of it.

19. Severability.

If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable, unless this Agreement without the severed provision would frustrate a material purpose of either Party in entering into this Agreement.

20. Waiver.

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

21. Counterparts.

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

23. Amendment.

This Agreement may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the PARTIES hereto.

24. Complete Agreement.

This writing constitutes the full and complete Agreement and understanding between the Contractor and the City. All previous agreements are hereby superseded.

25. Notices. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified US Mail, Return Receipt Requested, overnight delivery by a nationally recognized overnight delivery/courier service, or by hand delivery to the Party's address(es) shown below:

Commented [SG12]: First Amendment, Dec 13, 2021

If to Contractor: Area Director, Public Sector Solutions
Waste Management of Washington, Inc.
720 4th Ave, Suite 400, Kirkland, WA 98033
Tel: 425-814-7844

Copy to: Area Senior Legal Counsel
Waste Management of Washington, Inc.
7227 NE 55th Ave. Portland, OR 97218

If to City: City of Cle Elum
Attn: Mayor
119 W 151 St, Cle Elum, WA 98922

IN WITNESS WHEREOF, ~~this Agreement is effective as of the latest date set forth below~~ the Parties have caused this Agreement to be Executed.

Contractor

City OF MILL CREEK

By: _____

By: _____

Amended and Restated Solid Waste and Recyclables
Collection Agreement Between the City Of Cle Elum and
Waste Management of Washington, Inc.

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Print
Name: Jason S. Rose
Title: President
Date:

Print
Name:
Title:
Date:

ATTESTED/AUTHENTICATED:

By:
Print
Name:
Title:
Date:

APPROVED AS TO FORM:

By:
Print
Name:
Title:
Date:

City OF CLE ELUM

By: _____

Its: _____

Date: _____

ATTEST:

WASTE MANAGEMENT OF WASHINGTON, INC.

By: _____

Its: _____

Date: _____

**EXHIBIT A
SERVICE RATE SCHEDULE**

City of Cle Elum	-
EXHIBIT A-1	-
SERVICE RATE SCHEDULE	-
(All rates are monthly unless denoted otherwise)	
	January 1, 2024
Residential Rates	Monthly Rate
Weekly curbside collection service	-
1-20 gallon cart	\$17.16
1-35 gallon cart 1x month	\$9.32
1-35 gallon cart	\$22.83
1-64 gallon cart	\$32.23
1-96 gallon cart	\$41.12
2-64 gallon cart	\$62.32
1-20 gallon cart senior	\$13.12
1-35 gallon cart senior	\$17.54
1-64 gallon cart senior	\$25.04
1-96 gallon cart senior	\$30.43
-	-
(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)	-
-	-
Miscellaneous Residential Services	-
Extras (32 gallon can or equivalent)	\$5.37
Oversize or overweight units – per unit	\$9.64
Drive-in charge	\$6.96
Carryouts per cart (over 5ft. but not over 25ft.)	\$1.59
Carryouts per cart (over 25 ft. and each increment of 25 ft. thereafter)	\$1.21
Return trips-carts (per pickup)-	\$6.44
Cart Replacement (due to customer abuse/damage)	\$68.08
1-96-gallon bear proof cart monthly rental	\$10.50
-	-
-	-
Commercial Rates	-
Commercial Cans	-
1-35 gallon cart	\$31.45
1-64 gallon cart	\$45.54
1-96 gallon cart	\$61.71
2-64 gallon cart	\$91.08
Additional cans (each)	\$4.06

Commented [SG13]: March 27, 2018 LOU

Exhibit A is hereby amended to include the following residential solid waste collection service:
1-20-gallon cart weekly collection service - \$9. 73 per month
1-20-gallon cart weekly collection - senior - \$7. 73 per month
These services are subject to the annual increase set forth in Section 8. Rates;
Adjustments; Billing.

Commented [SG14R13]: July 14, 2023 LOU

1 – 96-gallon bear proof Cart monthly rental - \$10.50 per month

Customers who wish to swap their current Cart for a bear-proof Cart, or their bear-proof Cart for a different Cart, shall be able to do so without additional charges for the cart delivery or return.

Commented [MT15]: Rates not current

-
 (If the customer requires the frequency of collection to be greater than once per week, the rates shown above will be multiplied by the number of times per week that the container is emptied.)

Miscellaneous Service

Return trips (per pickup)-carts	\$6.02
Carryouts per can/cart per pickup (over 5ft. but not over 25ft.)	\$0.35
Carryouts per can/cart per pickup (over 25ft. and each increment of 25ft. thereafter)	\$0.21
Return Trips (per pickup)- Container	\$14.04
Roll-Out container (per-pickup)	\$3.40
Disconnect Hydraulics (per pickup)	\$24.81
Unlock Gate or Container (per pickup)	\$18.32

Commercial Container (weekly-pick-up service)

1.5-yard	\$148.78
2-yard	\$201.86
3-yard	\$297.19
4-yard	\$378.35
6-yard	\$533.49
8-yard	\$689.88
Extra uncompacted cubic yard (per pickup)	\$38.91

-
 (If the customer requires the frequency of collection to be greater than once per week, the rates shown above will be multiplied by the number of times per week that the container is emptied.)

Roll off Rates - Permanent/Temporary

Permanent haul rate	January 1, 2024
Haul Rate	Daily Rent

12-yard	\$3.23
20-yard	\$4.60
30-yard	\$6.84
All Compactors	N/A

January 1, 2024
Monthly Rent

<u>12-yard</u>		<u>\$103.83</u>
<u>20-yard</u>		<u>\$142.14</u>
<u>30-yard</u>		<u>\$211.69</u>
<u>All Compactors</u>		<u>N/A</u>
-	-	
-		<u>January 1, 2024</u>
-		<u>Rate per Haul</u>
-	-	
<u>12-yard</u>		<u>\$177.10</u>
<u>20-yard</u>		<u>\$235.66</u>
<u>30-yard</u>		<u>\$252.68</u>
<u>Compactors 20YD</u>		<u>\$235.66</u>
<u>Compactors 30YD</u>		<u>\$252.68</u>
-	-	
-		<u>January 1, 2024</u>
-		<u>Disposal per Haul</u>
-	-	
<u>12-yard</u>	<u>actual</u>	
<u>20-yard</u>	<u>actual</u>	
<u>30-yard</u>	<u>actual</u>	
<u>All Compactors</u>	<u>actual</u>	
-	-	
<u>Actual disposal fee at disposal site or transfer station shall be billed at a pass-through.</u>	-	
-	-	

(All rates are monthly unless denoted otherwise)

Residential Rates	Monthly Rate
Weekly curbside collection service	
1-35 gallon cart	\$10.64
1-64 gallon cart	\$14.79
1-96 gallon cart	\$17.38
2-64 gallon cart	\$19.91
1-35 gallon cart senior	\$5.85
1-64 gallon cart senior	\$8.13
1-96 gallon cart senior	\$9.56
(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)	

Miscellaneous Residential Services	
Extras (32 gallon can or equivalent)	\$2.85
Oversize or overweight units — per unit	\$5.56
Drive-in charge	\$4.59
Carryouts per cart (over 5ft. but not over 25ft.)	\$1.04
Carryouts per cart (over 25 ft. and each increment of 25 ft. thereafter)	\$0.79
Return trips-carts (per pickup)	\$4.24
Cart Replacement (due to customer abuse/damage)	\$55.00

Commercial Rates	
Commercial Cans	
1-35 gallon cart	\$13.94
1-64 gallon cart	\$20.27
1-96 gallon cart	\$30.40
2-64 gallon cart	\$40.53
Additional cans (each)	\$2.34

(If the customer requires the frequency of collection to be greater than once per week, the rates shown above will be multiplied by the number of times per week that the container is emptied.)

Miscellaneous Service	
Return trips (per pickup)-carts	\$4.24
Carryouts per can/cart per pickup (over 5ft. but not over 25ft.)	\$0.22
Carryouts per can/cart per pickup (over 25ft. and each increment of 25ft. thereafter)	\$0.12
Return Trips (per pickup)- Container	\$9.87
Roll-Out container (per pickup)	\$2.37
Disconnect Hydraulics (per pickup)	\$19.54
Unlock Gate or Container (per pickup)	\$12.88

Commercial Container (weekly pick-up service)	
1.5 yard	\$91.83
2 yard	\$125.05
3 yard	\$183.39
4 yard	\$231.16

6-yard	\$321.37
8-yard	\$412.53
Extra uncompacted cubic yard (per pickup)	\$20.30

(If the customer requires the frequency of collection to be greater than once per week, the rates shown above will be multiplied by the number of times per week that the container is emptied.)

Roll off Rates	Rate/Haul
Permanent haul rate	
12-yard	\$359.81
20-yard	\$395.77
30-yard	\$495.81
Compactor hauls (all sizes)	\$500.00

EXHIBIT B
RECYCLABLE MATERIALS SPECIFICATIONS

<u>MATERIAL TYPES</u>	<u>ACCEPTABLE MATERIALS</u>	<u>PREPARATION INSTRUCTIONS</u>	<u>EXCLUDED MATERIALS</u>
<u>Paper</u>	- Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures - Newspaper, advertisements and paper inserts - Magazines and inserts - Catalogs - Cardboard - Direct mail and paper inserts - Envelopes - Paper bags - Cereal, cookie and cracker boxes - Paper towel tubes - Toilet paper tubes - Tissue boxes - Non-foil wrapping paper - Kraft paper bags or boxes	All materials must be dry. Remove any: - Plastic bags (exterior or interior) - Plastic packaging - Metal - Electronics - Magnets - Twine - Straws - Lids - Food and/or liquids	- Shredded paper - Paper envelopes lined with bubble wrap - Insulation liners or envelopes made from plastic (Tyvek) - Laminated paper - Stickers/labels - Photos - Carbon paper - Receipts - Paper affixed to magnets - Hot or cold cups - Pet food bags - Mixed material bags - Wet and/or soiled paper - Paper with large amounts of paint and/or glue - Frozen food boxes - Juice boxes - Milk cartons - Ice cream Containers - Aseptic Containers, e.g. soup, broth, soymilk, almond milk

<u>MATERIAL TYPES</u>	<u>ACCEPTABLE MATERIALS</u>	<u>PREPARATION INSTRUCTIONS</u>	<u>EXCLUDED MATERIALS</u>
	• <u>Paper envelopes containing plastic windows</u>		
<u>Cardboard</u>	• <u>Cardboard boxes</u> • <u>Cardboard packaging</u> • <u>Cardboard beverage Containers</u>	• <u>All materials must be dry</u> • <u>Flatten all cardboard</u> • <u>Remove all interior packaging, e.g. block foam, packing peanuts and exterior plastic wrap</u> • <u>Do not bundle with tape or twine (external tape is acceptable)</u> • <u>Place any oversized cardboard next to Cart/Container</u>	• <u>Waxed cardboard</u>
<u>Metal</u>	• <u>Tin, aluminum and/or steel food and/or beverage Containers</u>	• <u>Remove all exterior packaging</u> • <u>Remove lids</u> • <u>Empty of all food and/or liquids or other debris</u> • <u>Labels do not need to be removed</u>	• <u>Aluminum foil and/or trays</u> • <u>Sharp and/or greasy metal</u> • <u>Scrap metal</u> • <u>Batteries</u> • <u>Microwaves</u> • <u>Electrical cords</u> • <u>Cell phones</u> • <u>Vehicle snow chains</u> • <u>Aerosol cans</u>
<u>Plastic Bottles</u>	• <u>PET/PETE bottles</u> • <u>HDPE bottles/jugs</u>	• <u>Remove lids</u> • <u>Remove straws</u> • <u>Empty of all food and/or liquids or other debris</u> • <u>Labels do not need to be removed</u>	• <u>Plastic bags</u> • <u>Plastics items #3-#7</u> • <u>Food and/or beverage Containers</u> • <u>Dairy tubs, e.g. butter, yogurt, cottage cheese</u> • <u>Cups</u> • <u>Rigid flowerpots</u>

<u>MATERIAL TYPES</u>	<u>ACCEPTABLE MATERIALS</u>	<u>PREPARATION INSTRUCTIONS</u>	<u>EXCLUDED MATERIALS</u>
			• <u>5-gallon buckets</u> • <u>Plastic film</u> • <u>Diapers</u> • <u>Plastic bottles that contained HHW listed materials</u> • <u>Deli, bakery and produce clamshell Containers</u> • <u>Loose lids, any size</u> • <u>Plant trays</u> • <u>PVC</u> • <u>Large rigid plastic, e.g. outdoor furniture, laundry baskets, swimming pools, toys</u> • <u>Hoses</u> • <u>Landscaping/sprinkler tubing</u>
<u>Other</u>	<u>Not applicable</u>	<u>Not applicable</u>	• <u>Shredded paper</u> • <u>Fabric (textiles)</u> • <u>Carpet</u> • <u>Wire</u> • <u>Rope</u> • <u>Chains</u> • <u>Christmas lights</u> • <u>Wood</u> • <u>Glass of any kind</u>

EXHIBIT B
COMPOSITE RATE INCREASE PROPOSAL FORMULA

Commented [SG16]: First Amendment, Dec 13, 2021.

Deleted and not replaced.

COST CATEGORY	WEIGHTING	RATE INDEX
LABOR	30%	PRODUCER PRICE INDEX FOR NAICS 56211 ("WASTE COLLECTION")
FUEL	5%	PRODUCER PRICE INDEX, WPU057303 NOT SEASONALLY ADJUSTED, FOR FUELS AND RELATED PRODUCTS AND POWER, #2 DIESEL FUEL
EQUIPMENT	15%	PRODUCER PRICE INDEX FOR NAICS 336211 ("MOTOR VEHICLE BODY MANUFACTURING")
DISPOSAL	25%	CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS, ALL ITEMS INDEX (CPI-U) - U.S. CITY AVERAGE
ALL OTHER	25%	50% OF CHANGE IN CONSUMER PRICE INDEX, ALL ITEMS INDEX (CPI-U) - U.S. CITY AVERAGE
TOTAL	100%	

BEGINNING ON THE ADJUSTMENT DATE, AND ANNUALLY THEREAFTER, THE RATES SHALL BE ADJUSTED BY A PERCENTAGE EQUAL TO THE ANNUAL PERCENT CHANGE IN THE COMPOSITE RATE INDEX OVER THE 12 MONTH PERIOD ENDING ON AUGUST 31ST PRIOR TO THE ADJUSTMENT DATE. THE PERCENTAGE CHANGE IN THE COMPOSITE RATE INDEX SHALL BE CALCULATED AS THE SUM OF THE PERCENTAGE CHANGE FOR EACH INDIVIDUAL RATE INDICES MULTIPLIED BY THE PERCENTAGE WEIGHTING FOR EACH INDIVIDUAL RATE INDEX.

EXHIBIT C
City Facilities

Department	Service	Address
City Garage	Qty (1) 6-yard MSW 1x per week	
City Hall	Qty (1) 1-yard MSW 1x week	119 W 1 st St
Fire Station No. 51	Qty (1) 1.5-yard MSW 1x week	301 N Pennsylvania Ave
Fireman's Park	Qty (1) 1.5-yard MSW 1x week May through November	229 Grant St
Baseball Fields	Qty (1) 1.5-yard MSW 1x week May through November	321 S Cle Elum Way

City Street Cans*

Location	Qty	Location	Qty	Location	Qty
Mountain High	2	Dakota CAF	2	Calvary Church	2
Sleep Center	1	Pet Shop	2	Yakima Federal	2
Consolidated	1	State Farm	2	Dollar Tree	2

Commented [MT17]: Waiting on locations of street cans

** City street cans shall be serviced 1x per week October through April and 2x per week May through September.*

City EVENTS

<u>Event</u>	<u>Service</u>	<u>Location</u>
<u>Pioneer Days</u>	<u>Qty (1) 6-yard MSW serviced once</u>	<u>TBD</u>
<u>Downtown Cleanup</u>	<u>Qty (1) 6-yard MSW serviced once</u>	<u>TBD</u>