



# SELAH CITY COUNCIL

May 24, 2022

4:30pm: Study Session

RE: Basin Disposal Contract

5:30pm: Regular Scheduled Meeting

Each item on the Council Agenda is covered by an  
Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action



# STUDY SESSION MATERIALS

*Re: Basin Disposal Contract*  
*5/10/2022 @4:30pm*





**COMPREHENSIVE SOLID WASTE COLLECTION AGREEMENT**

**City of Selah  
and  
Basin Disposal of Yakima, L.L.C.**

**May \_\_, 2022**

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## **COMPREHENSIVE SOLID WASTE COLLECTION AGREEMENT**

This Comprehensive Solid Waste Collection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the City of Selah, a Washington municipal corporation (the "City"), and Basin Disposal of Yakima, L.L.C., a Washington limited liability company ("Contractor").

### **RECITALS**

A. Contractor desires to provide, and has the experience, resources and expertise necessary, to perform solid waste collection services.

B. Contractor currently provides solid waste collection service to the City under an agreement executed on September 25, 2007 (the "Original Agreement"), which will expire not sooner than December 31, 2032.

C. The City and Contractor desire to amend and replace the Original Agreement in its entirety to recognize, among other things, the impacts that changes in secondary markets for recyclable commodities have had on the cost of service, as well as the extensive, on-going capital investment made by Contractor to achieve and pass on to customers the cost savings from the efficiencies gained thereby.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and promises herein contained, the City and Contractor do hereby agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings given them in Exhibit A.

#### **2. AMENDMENT AND REPLACEMENT OF THE ORIGINAL AGREEMENT**

Effective as of the Commencement Date, the Original Agreement is hereby amended and replaced in its entirety by this Agreement.

#### **3. TERM**

This Agreement ("Term") shall be for a term of fifteen (15) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Commencement Date") and expiring on the day before the fifteenth (15th) anniversary of the Commencement Date (the "Expiration Date"). Unless either party has given written notice of termination at least 90 days prior, upon each anniversary of the Commencement Date, the fifteen year term of this Agreement shall extend by one year (i.e., for each year this Agreement is not terminated, the Expiration Date shall be extended by one year).

#### **4. SCOPE OF WORK**

##### **4.1. General Terms and Conditions**

Contractor shall collect, transport and dispose of all Solid Waste and any other materials herein authorized, from each and every Customer within the Service Area pursuant to the terms and conditions of this Agreement.

##### **4.2. City Service Area**

Contractor shall provide all of the services described in this Agreement to the entire City Service Area.

##### **4.3. Sole and Exclusive Solid Waste Service Provider**

During the Term of this Agreement, Contractor shall be the sole and exclusive provider to manage, collect, transport and dispose of any Solid Waste, and, as applicable, to manage, collect, transport and process Recyclable Materials and Green Waste, or any other category of Solid Waste, and any other materials authorized for collection pursuant hereto, within the City Service Area. When requested by Contractor, the City shall seek to enforce the rights the City has granted to Contractor hereunder; however, the City shall not be obligated to instigate litigation to protect the right of Contractor. Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations and other activities. Notwithstanding the foregoing, the City shall enforce its municipal code in the ordinary course against any third parties providing unauthorized Solid Waste service.

Any material discarded by a Customer for which it pays to collect, process and/or dispose of the material shall constitute "Solid Waste" subject to all terms and conditions of this Agreement. This Agreement will not apply to Solid Waste, Recyclable Materials, Green Waste, Household Hazardous Waste and Agricultural Processed Waste self-hauled by the generator, or Green Waste generated and hauled by private landscaping services.

##### **4.4. Annexation**

If additional territory is added to the City through annexation or other means, Contractor shall make collections in such annexed areas in accordance with the provisions of this Agreement at the unit prices set forth in this Agreement, provided however, the remaining Term of this Agreement shall not be less than fifteen (15) years from the effective date of such annexation. If the City has given Contractor a notice of termination of this Agreement prior to such annexation, the annexed area shall not be added to this Agreement except with the written consent of Contractor, which may be withheld at the sole discretion of Contractor. If the annexed area is added to this Agreement, the parties shall execute an amendment to this Agreement consistent with the provisions of this section, including the replacement of Exhibit B depicting



the City Service Area. If Contractor possesses a WUTC certificate or other franchise for Solid Waste collection in the annexed area at the time of annexation, the amendment of this Agreement to add the annexation area to the City Service Area shall be in lieu of the grant of a franchise pursuant to RCW 35.13.280 or RCW 35.A.14.900, as applicable, and Contractor shall waive and release its right to claim any damages or compensation from the City arising out of the cancellation of any pre-existing permit, certificate or franchise held by Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly-annexed territory beyond what is provided herein. Subject to the provisions hereof, Contractor acknowledges that its certificate applicable to those future annexation areas shall be cancelled effective the date of annexation by the City.

If a party other than Contractor holds the WUTC certificate for any such future annexed territory, the City shall work with such party in good faith using commercially reasonable efforts to provide for the timely termination of such party's right to provide Solid Waste collection service to the subject annexation area. Upon termination of such party's right to provide Solid Waste service to said annexation area, the parties shall cause the subject annexation area to be added to the City Service Area as provided above and subject to the terms and conditions of this Agreement. The City will indemnify, hold harmless and defend Contractor from any and all claims, actions, suits, liabilities, losses, costs, expenses and damages, including costs and attorney fees, asserted by such parties providing solid waste collection service arising from Contractor's service in such annexed territory pursuant to this Agreement.

The City acknowledges that Contractor shall require a reasonable amount of time to secure the necessary equipment, including but not limited to vehicles, Residential Carts and Containers, to service the annexed area, and shall not penalize Contractor for reasonable delays in the provision of services to annexed areas covered by this Agreement due to procurement delays that are not within the commercially reasonable control of Contractor. Customers within the annexed area shall receive the Residential Carts and Containers described herein in accordance with the provisions of this Agreement. In the event that an annexed area is being serviced with Residential Carts and Containers different from the City's program, Contractor shall be responsible for timely Customer notification and removal of the existing Residential Carts and Containers and delivery of appropriate Residential Carts and Containers within a reasonable time.

#### **4.5. Unsafe Conditions at Pick-Up Locations**

If, in Contractor's commercially reasonable discretion, a Customer is located in an area that does not permit safe access, turn-around or clearance for Contractor's vehicles, Contractor shall provide Solid Waste service to such Customer provided the Customer sets out its materials adjacent to the nearest Public Street or Private Road allowing such safe access and Contractor is provided with reasonable advance notice of such location. Contractor shall use commercially reasonable efforts to work with such Customer to determine a safe location in compliance with applicable law. If Contractor in its commercially reasonable discretion determines that a Private Road cannot be safely negotiated or that providing drive-in service for Residential Customers shall be impractical due to distance or unsafe conditions, Contractor and the City shall evaluate the on-site conditions

and make a determination of the best approach for providing Solid Waste service to the affected Residential Customers. Contractor and the City shall present feasible service options to the Customers concerning the nearest safe and mutually convenient pick-up location. If Contractor believes that its vehicles shall cause damage to a Private Road in the ordinary course of operation, Contractor may withhold Solid Waste service from the respective Customers until such Customers provide a damage waiver agreement to Contractor.

#### **4.6. Hours/Days of Operation**

Contractor shall make Solid Waste collections from Single-Family Residences, Multi-Family Complexes and Mixed-Use Buildings on Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., provided, however, that the City may authorize from time to time temporary extensions or written exemptions of the collection period to accommodate the special needs of Customers, provided further however, that Contractor may conduct from time to time Solid Waste collections on Saturdays to the extent necessary to make up missed collections. Contractor shall make Solid Waste collections from non-Residential Commercial Customers on Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. provided; however, the City shall have the authority to notify the Contractor of which Commercial areas are located near Residential zoned areas, and shall be subject to the Residential collection hours.

#### **4.7. Employee Conduct**

Contractor shall require its employees at all times on routes to be courteous, refrain from making loud, inappropriate or obscene language, exercise due care, perform their work efficiently and expeditiously, and avoid damage to public or private property. Contractor shall further require its employees to use only that portion of private property reasonably necessary to complete their duties, and to the extent reasonably possible, stay within regular pedestrian walkways and paths and avoid crossing flower beds and hedges. Contractor's employees shall wear reasonably clean and presentable clothing while on their routes. If the City gives written notice to Contractor of any employee of Contractor failing to comply with the above requirements, Contractor shall use commercially reasonable efforts to remedy the issue as soon as possible, including temporarily or permanently removing such employee from all further performance of the work described in this Agreement.

#### **4.8. Disabled Persons Service**

Contractor shall provide, at no additional expense, carry-out service of Solid Waste to those Residential Customers that suffer from a documented disability that prevents them from placing a Residential Cart at the Curb. The Residential Customer shall provide Contractor with verifiable information and complete the appropriate documentation prior to such service being provided. Contractor's criteria for carry-out service shall comply with all local, state and federal regulations, and shall be subject to the City's review and approval prior to program implementation.

#### **4.9. Holiday Schedules**

Contractor shall provide regular Residential and Commercial collection services on all weekdays,



Monday through Friday inclusive, regardless of any holidays that may be observed. Drop-Box Container collection service shall not be performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

#### **4.10. Inclement Weather and Other Service Disruptions**

If, in Contractor's commercially reasonable discretion, weather or other route conditions pose a danger to the public, Contractor's employees or equipment, Contractor shall provide Solid Waste service only to those portions of the City Service Area that do not pose such a danger. Contractor shall provide the City within a reasonable time after such event Contractor's plans to make up missed Solid Waste collections. Unless the City gives Contractor written notice of the City's objections to such plans, Contractor may perform limited Solid Waste collection services after 6:00 pm and/or on Saturdays following disruptions in order to make up missed collections.

If Contractor, in its reasonable discretion, is unable to safely collect from some or all Customers as a result of inclement weather, the requirements of Section 4.12 shall be suspended until normal collections may be safely resumed, and Contractor shall not be subject to performance fees, customer credits or otherwise liable for damages related to such missed collections.

#### **4.11. Suspending Collection from Problem Customers**

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Residential Carts or Containers, repeated refusal to position Residential Carts or Containers properly, repeated suspect claims of timely set-out followed by demands for return collection at no charge, and repeated claims of damage to the Customer's property. Contractor shall make every reasonable effort to provide service to those problem Customers. However, Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing Contractor's decision, the City may, in its sole discretion, intervene and attempt to mediate a resolution in the dispute. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

#### **4.12. Missed Collections**

If Contractor fails to collect Solid Waste from a Customer without permissible excuse therefore, Contractor shall provide such service to the Customer within a reasonable time, but in no event later than 6:00 P.M. of the business day following Contractor's receipt of notification of the missed pick-up. Contractor shall maintain a record of all missed collections reported by Customers (whether reported by telephone or e-mail) and Contractor's corrective action. If a Residential Cart or Container is set out inappropriately, improperly prepared or contaminated with unacceptable Solid Waste, Biomedical Waste or Hazardous Waste, Contractor shall not be obligated to collect the materials from such Residential Cart or Container. Contractor shall place a notification tag on such Residential Cart or Container that identifies the specific reason for not collecting the Solid Waste, and maintain a record of such missed collections. If Contractor is requested by the

Customer to make a return trip due to no fault of Contractor, Contractor shall be permitted to charge the Customer an additional fee for this service at the rate specified in the rate schedule attached hereto as Exhibit C ("Rate Schedule").

If Contractor is unable to safely collect Solid Waste as a result of inclement weather as set forth in Section 4.10, the provisions of this section do not apply.

#### **4.13. Schedule of Solid Waste Collection**

Contractor shall perform Solid Waste services for each respective Residential Customer pursuant to a regular schedule on the same day and as close to a consistent time as possible; Contractor may vary, in its discretion, the collection routes and schedules for Commercial Customers. Contractor shall provide dispatch service and equipment capability to collect full Drop-Box Containers no later than the second (2nd) business day after the Customer's request. Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Solid Waste shall be collected from each Residential Customer. Contractor may change the day of collection from time to time by giving the City and the affected Residential Customers at least fifteen (15) days prior written notice of the different collection date.

#### **4.14. Required Equipment and Signs on Vehicles; Maintenance of Vehicles and Equipment**

Contractor shall cause each of its vehicles to display the vehicle's inventory number and customer service telephone number in lettering not less than four (4) inches high and clearly visible from a minimum distance of twenty (20) feet, together with appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags in accordance with applicable laws. Contractor shall equip each route, service and supervisory vehicle with properly licensed two-way communication equipment capable of communication throughout the entire City Service Area with a base station maintained by Contractor. In addition, Contractor shall cause all vehicles to carry regularly-maintained and fully-functional spill kits, including absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up spillage or release of wind-blown materials, litter, or leaks of fluids or leachate from the vehicle. Spill kits shall also include Contractor's spill response procedure, which procedure shall be developed as provided in Section 4.17.

Contractor shall cause all vehicles and equipment to be maintained in good operating condition at all times. In addition, Contractor shall maintain its vehicles to ensure that no liquid wastes (such as Solid Waste leachate) or oils (lubricating, hydraulic or fuel) to be discharged from the vehicles except to appropriate facilities. Contractor shall regularly clean and wash thoroughly all vehicles used in the collection of Solid Waste. Contractor shall cause its vehicles to be repainted from time to time as needed to maintain a clean and professional appearance.

#### **4.15. Residential Carts and Containers Inventory**

Contractor shall procure and maintain a sufficient quantity of Residential Carts and Containers



to service the City's Customer base, including for seasonal and economic variations in the demand for Residential Carts and Containers.

#### **4.16. Ownership of Equipment**

All vehicles, facilities and property used in performance of work under this Agreement shall be owned or leased by Contractor. The City shall have no obligation to provide equipment, facilities or personnel in connection with Contractor's duties hereunder.

#### **4.17. Spillage**

Contractor shall cause any blowing or spillage of Solid Waste, or leachate from Contractor's vehicles, to be cleaned up immediately by Contractor's employees. For any spill of leachate requiring more equipment or treatment other than the spill kits carried on a collection vehicle, Contractor shall promptly notify the City of such event. Contractor shall develop and submit to the City for its review a spill response procedure, and shall incorporate any commercially reasonable comments that the City provides. The spill response procedure shall include a list of emergency contacts, which shall be reviewed annually and updated as necessary.

#### **4.18. Disruption Due to Construction**

If a Public Street is under construction such that the work interferes with Contractor's services, Contractor shall use commercially reasonable efforts to account for such interruption to permit the prudent and safe collection of Solid Waste from affected Customers.

#### **4.19. Site Planning Assistance**

The City shall, as part of its permitting process, cause written notice to be given to Contractor of any development permit application containing plans for the construction of a new or substantially remodeled building or other permanent structure, where commercial container service is contemplated for solid waste, so that Contractor may provide, but has no obligation to do so, written comments concerning Contractor's ability to access Containers and provide safe and efficient collection services to such property. Upon request and at standard rates determined from time to time by Contractor, Contractor shall provide site planning assistance to property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Solid Waste removal areas and their location upon the site. Contractor shall provide its assistance for optimizing loading docks, enclosures, compactor equipment and other similar structures or areas, provided however, that such site planning consultation service shall be made without warranty and without liability of any sort, and Contractor may require a commercially reasonable waiver to such effect prior to giving such site planning assistance.

#### **4.20. Safeguarding Public and Private Property**

Contractor shall use commercially reasonable efforts to avoid causing damage to any public and private improvements, facilities and utilities whether located on public or private property. If such

improvements, facilities, utilities or Curbs are damaged and such damage is due to the negligence or intentional misconduct of Contractor, Contractor shall notify the City immediately in writing of such damage. If such damage is of a type not ordinarily suffered or in excess of normal wear and tear caused by vehicles operated by Contractor, Contractor shall either repair such damage, if practicable, or reimburse the City for the reasonable cost of repairing such damage, which cost shall be the cost of restoring such property to the condition immediately prior to such damage.

#### **4.21. Company Name**

Contractor shall not use a trade name containing any words that implies Contractor is operated or owned by the City.

#### **4.22. Coordination between City and Contractor**

Within sixty (60) days after receipt of written request of either party, the other party shall meet at the City's offices to resolve any operational issues with Contractor's services. Contractor shall provide the City with access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items, and the City shall provide Contractor with access to the City's records applicable to the issue.

#### **4.23. Disposal Restrictions and Requirements**

Except as expressly provided herein, Contractor shall not knowingly or negligently collect, transport or dispose of Hazardous Waste or Biomedical Waste, and shall have no responsibility for such waste. Contractor shall not be required to collect Hazardous Waste, Biomedical Waste or any other materials that are either restricted from disposal or would pose a danger to Contractor's collection crews. If materials are rejected for this reason, Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of such materials inadvertently collected by Contractor.

#### **4.24. Disposal Site for Solid Waste**

The parties acknowledge that as a material consideration for this Agreement, Contractor will be permitted to deliver all Solid Waste tendered under this Agreement to a disposal site owned and/or selected by Contractor so long as such site complies with applicable state and federal environmental laws. Contractor shall provide the City with a list of all disposal sites being used by Contractor under this Agreement.

#### **4.25. Adjustment of Service Level for Certain Customers**

If Contractor in its commercially reasonable discretion determines that a Residential Customer is generating quantities or types of Solid Waste different from a typical Residential Customer, Contractor shall notify City of the same. Within thirty (30) days of Contractor's notice, City shall determine if the Residential Customer maintains a commercial enterprise from the Residence, for



example by determining if a business license has been issued declaring the business address to be same as the Residence, and should be served by a commercial Solid Waste service plan. If City determines that the customer is operating as a commercial enterprise, said Residential Customer's service shall be revised to the appropriate commercial service most closely approximating the service required by the affected Customer, as determined by Contractor.

#### **4.26. Violation of Ordinance**

Contractor shall promptly give written notice to the City of any observed violations of the City's ordinances concerning the containerization, collection, transport and disposal of Solid Waste.

#### **4.27. Public Information**

The City may develop, at its expense, public outreach and education programs concerning the reduction of Solid Waste, the recycling of Recyclable Materials, any other programs concerning Solid Waste service within the City Service Area, including the mandatory Solid Waste collection requirements for all Customers in the City Service Area. Contractor shall cooperate in good faith with the City to design and distribute promotional materials to Customers throughout the City Service Area.

#### **4.28. Compaction of Solid Waste**

If the Solid Waste within any Container supplied to or used by any Commercial Customer should include a substantial amount of compacted Solid Waste, or any other Solid Waste that has been subjected to a process modifying its composition or nature resulting in the reduction of its volume because of an increase in density, Contractor may assess, and the City shall charge against such Commercial Customer, an additional charge equal to the difference in compacted and uncompacted Solid Waste service rates set forth in the Rate Schedule.

### **5. SOLID WASTE COLLECTION SERVICE**

#### **5.1. Residential Solid Waste Service**

##### **5.1.1. Residential Customer Solid Waste Service**

Contractor shall collect, transport and dispose of Solid Waste from all Residential Customers within the City Service Area, provided that the Solid Waste is properly contained in Residential Carts supplied by Contractor and set out for collection at the Curb on or abutting Public Streets or Private Roads, together with any additional Solid Waste contained in appropriate bins, bags, cans or other receptacles that could not be placed in the Residential Carts. Each Unit of Solid Waste not provided in this manner for collection shall be subject to a special pickup charge as provided in the Rate Schedule set forth in Exhibit C. Contractor shall also dispose of passenger vehicles tires, but not truck or tractor tires, from Residential Customers at the rates set forth in the rate schedule in Exhibit C.

### **5.1.2. Residential Carts**

Contractor shall provide each Residential Customer within seven (7) business days of the Customer's request with a Residential Cart, selected from the sizes set forth in Exhibit C. Residential Carts shall be rodent and insect proof, and equipped with functional wheels or rollers. Contractor shall maintain all Residential Carts in good condition without any jagged edges or holes. If Contractor's employees note any damaged hinges, holes, poorly functioning wheels or other conditions requiring repair, Contractor shall repair, at its sole cost, such condition without need of request from the Customer. Contractor shall repair the Residential Cart within seven (7) business days of request or notice of a condition requiring repair, or provide a temporary Residential Cart as necessary. Contractor shall replace, at its sole cost, any Residential Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public within three (3) business days. Contractor may provide replacement Residential Carts that are new or used and reconditioned, provided such Residential Carts are clean and presentable. Contractor shall collect and dispose of damaged and unusable Residential Carts. If, in Contractor's commercially reasonable discretion, Contractor has to replace or repair a damaged Residential Cart as a result of excess wear and tear or otherwise the result of the negligence or intentional misconduct by the Residential Customer, Contractor may charge the Residential Customer a replacement fee for such Residential Cart at the rate set forth in the Rate Schedule. Residential Customers shall be responsible for the cleaning of their Residential Carts and shall ensure Residential Carts supplied by Contractor are maintained in a clean and sanitary condition.

Residential Carts placed for collection shall not weigh in excess the upper limit for weight as set forth in Exhibit C.

Residential Customers in possession of 32 gallon carts at the time this Agreement is executed may receive service at rates for the for the receptacle size closest in comparability included in Exhibit C until such time as the cart is replaced or the Residential Customer discontinues service at their current residential address. In the event of damage, wear or loss of such a 36-gallon cart such that a replacement is required, Contractor is to provide a 64-gallon cart and apply the pertinent rate set forth in Exhibit C.

### **5.1.3. Low Income Senior Citizens and Low Income Disabled Persons**

City provides financial assistance to persons qualifying as low income senior citizens and low income disabled persons and agrees to pay to Contractor all service rates incurred in the provision of service as set forth below. Prior to Contractor providing such service, the City shall give written notice to Contractor of the identity and address of the Customer qualifying for such service.

In the event Basin is to provide billing services pursuant to Section 6.4 of this Agreement, the City shall, from time to time but not more frequently than once per month, provide Contractor with a list of the Residential Customers that have satisfied the



conditions for financial assistance under this Section. The list shall identify each Residential Customer whose qualification to receive financial assistance under this Section has changed in the 30 days preceding the delivery of the list to Contractor and clearly identify whether such Residential Customer newly or no longer qualifies for such assistance. If a qualifying Residential Customer loses such status, the party responsible for billing under Section 6.4 of this Agreement shall provide written notice to the Residential Customer and the service rate for Residential Service shall be assessed for the first Solid Waste service occurring after the date of such written notice.

If, for any reason, City is unable to compensate Contractor directly for services rendered to customers qualifying for service under this Section, City is to notify Contractor within 30 days of such determination in accordance with Section 8 of this Agreement. Such notice is to contain City's plan to ensure Contractor is fully compensated for services rendered following such determination in consideration of the intent of the parties as set forth in Section 6.1.

#### **5.1.4. Omitted**

### **5.2. Commercial Service**

#### **5.2.1. Commercial Customer Solid Waste Service**

Contractor shall collect Solid Waste from all Commercial Customers within the City Service Area, provided that the Solid Waste is properly contained within Containers supplied by Contractor.

#### **5.2.2. Commercial Containers**

##### **5.2.2.1 Container Types**

Contractor shall provide to each Commercial Customer, and each Commercial Customer may select a Detachable Container; Drop-Box Container; or wheeled cart similar to the respective Residential Carts, from the sizes set forth in Exhibit C. Contractor may from time to time provide additional or remove existing Container service options, provided however, that Contractor shall provide at least thirty (30) days prior written notice to affected Commercial Customers with service plans for Containers that are being discontinued. Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every collection service, and may be equipped with four (4) wheels for those Containers with volumes of 4-cubic yards or less. Drop-Box Containers shall be constructed of metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch system.

Commercial Containers placed for collection shall not weigh in excess the upper limit for weight as set forth in Exhibit C.

#### **5.2.2.2. General Terms and Conditions Applicable to Commercial Containers**

Contractor shall furnish each Commercial Customer with the appropriate Container within seven (7) business days of the Customer's request. Contractor shall deliver and place the Container on the Customer's property in a location determined by the Customer, provided such location is reasonably acceptable to Contractor for the safe and efficient collection thereof. Contractor shall maintain all Containers in good condition without any leaks, jagged edges or holes. If Contractor's employees note any damage to a Container requiring repair, Contractor shall repair, at its sole cost, the damage without need of request from the Customer. Contractor shall repair the Container within seven (7) business days of request or notice of a condition requiring repair, or provide a temporary Container as necessary. Contractor shall replace, at its sole cost, any Container that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public within three (3) business days. Contractor may provide Customers with either a new or used and reconditioned replacement Containers, provided such Containers are clean and presentable. Contractor shall collect and dispose of damaged and unusable Containers. If, in Contractor's commercially reasonable discretion, Contractor must replace or repair a damaged Container as a result of excess wear and tear or otherwise the result of the negligence or intentional misconduct by the Commercial Customer, Contractor may charge the Customer a replacement fee for such Container. Not more often than once per year, Contractor shall clean without additional cost, said cost being included in the respective service plan, each Customer's Container. In addition, Contractor shall also replace a Container within three (3) business days of request by the City if the City determines that the Container fails to comply with reasonable health and safety standards, provided however, that Contractor shall assess the Customer a cleaning fee at the rate set forth in the Rate Schedule.

#### **5.2.2.3. Additional Fees**

Contractor shall not charge Commercial Customers an initial delivery fee for a Container, except in the case of temporary Container service or a Container redelivered to a Customer restarting service after having service suspended with its Container removed because of non-payment of invoices. Contractor shall charge a rollout fee in ten (10) foot increments for Containers that must be rolled by Contractor more than twenty (20) feet to reach the collection vehicle at its nearest point of access. Gate and/or disconnect charges shall be assessed as set forth in the Rate Schedule when Contractor must open, unlock, or close a gate in order to service a Container. Contractor may assess additional charges for excess materials loaded so as to lift, as applicable for such Commercial Customer, the Detachable Container lid or Drop-Box Container lid more than six (6) inches from the normally closed position. Commercial Customers may request extra collections of Detachable Containers in addition to the regular service, which additional service



shall be subject to an additional charge equal to the proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service. Extra collections of Drop-Box Containers shall be provided at the regular rate set forth in the Rate Schedule.

#### **5.2.2.4. Customer-Owned Drop-Box Containers**

Notwithstanding anything to the contrary in Section 5.2.2.1 above, Contractor may service compactor Drop-Box Containers owned by Commercial Customers at the special collection rates set forth in the Rate Schedule. Contractor shall have no obligation to maintain, repair or clean a compactor Drop-Box Container owned by a Commercial Customer, and shall have no liability to such Customers for damage caused to such compactor Drop-Box Containers except in the event of gross negligence or intentional misconduct by Contractor. If, in the commercially reasonable discretion of Contractor, a Customer-owned compactor Drop-Box Container is not safe, Contractor may elect not to provide service until such compactor Drop-Box Container is made safe for usage and transport.

### **5.3. Temporary Solid Waste Service Plans**

Upon request of any Customer, Contractor shall provide on a temporary basis the Container requested by said Customer at the rate set forth in the Rate Schedule for such temporary service. The temporary service rate shall apply for all service requests that do not exceed ninety (90) consecutive days. If the Customer requires a Container for a longer period of time, Contractor may require the Customer to select the appropriate Commercial service plan set forth in the Rate Schedule for the requested Container. If the temporary service plan is in addition to a regular service plan in effect for the Customer, Customer shall be billed by City for both service plans. Contractor may require the Customer to make a security deposit in advance of a temporary service plan at the rate set forth in the Rate Schedule.

### **5.4. Omitted**

### **5.5. Residential Recyclable Materials Collection Program**

Contractor shall collect, transport, process and/or market Recyclable Materials from all Residential Customers within the City Service Area, provided that the Recyclable Materials are properly contained in Residential Carts supplied by Contractor and set out for collection at the Curb on or abutting Public Streets or Private Roads. Each Unit of Recyclable Materials not provided in this manner for collection shall be subject to a special pickup charge as provided in the Rate Schedule.

#### **5.5.1. Collection Frequency**

Unless otherwise specified in Exhibit C, Contractor shall collect Residential Recyclable Materials containers two times per month.

#### **5.5.2. Residential Carts**

The terms and conditions contained in Section 5.1.2 are to apply to the carts used in Residential Recyclable Materials Collection Program, except that only 96 gallon containers shall be provided.

#### **5.5.3. Collection Program Materials**

Exhibit G provides the list of Recyclable Materials that shall be collected from participating Customers. The Parties agree that the list of materials in Exhibit G is to be periodically revised so that it includes only those commodities that will be recycled or reused, and which have positive market value as indicated by established markets for the material. Paying a person or entity to remove or process the material for recycling, disposal or incineration is not considered positive market value, nor is paying a discounted rate for removal or processing.

#### **5.5.4. Right to Suspend or Re-Commence Recyclable Materials Collection Program**

If, in its sole discretion, City determines that there are insufficient Customers subscribing to the Residential Recyclable Materials Collection Program, or that there is insufficient revenue generated by the Recycling Commodity Credit set forth in Section 6.3.5 to sustain the costs of maintaining such a program, City may suspend the Residential Recyclable Materials Collection Program subject to terms of this Section upon 90 days' written notice to Contractor conforming to the requirements of Section 8. City agrees that in the event it suspends the Residential Recyclable Materials Collection Program, it will not reverse its decision to exercise authority under RCW 81.77.020 and will maintain jurisdiction to provide a residential recyclables collection program. Contractor shall remain the party with the exclusive right to collect Recyclable Materials from Residential Customers in the City Service Area, but shall temporarily cease collecting such materials until such program is re-commenced by City as permitted in this section

Following suspension of the program, Contractor shall be entitled to recover all unrecouped depreciation expenses for equipment and materials acquired by Contractor to fulfill its obligations in Section 5.5. Such unrecouped depreciation expenses shall be re-amortized over the remaining term of the Agreement as of the effective date of the City's termination. Contractor shall provide to the City evidence supporting the amount of at least forty-five (45) days prior to date requested by Contractor for such adjustment to go into effect, which in any event shall not be earlier than the date of the adjustment to the tipping fee or disposal fee. Upon receipt of the City's confirmation that the calculations are correct, the new Solid Waste service rates for each level of service shall take effect on the date requested by Contractor. Contractor shall include a notice in the next invoice issued to the Customers describing the increase in the service rates pursuant to this section.



Following a decision to suspend the Residential Recyclable Materials Collection Program pursuant to this section, should such services become required by application of state law or local ordinance, or should City subsequently elect to re-commence the Residential Recyclable Materials Collection Program, City is to provide written notice to Contractor that City intends to re-commence the program in conformity with Section 8 of this Agreement. Within ninety (90) days of receipt of such notice, Contractor shall provide the City with a written proposal of the service rates, planned service routes and schedules for Customers residing in Residences and, if also requested by the City, all other Customers, proposed Recycling Carts and Recycling Containers, commodities that will qualify as Recyclable Materials based on current market conditions, estimated interval to secure necessary equipment and facilities, and any other pertinent terms and conditions of such service. If Contractor's proposal is acceptable to the City, the City shall give written notice (Exercise Date) to Contractor to commence providing such service within the City Service Area on the date set forth in the City's notice that is consistent with Contractor's proposal. Upon receipt of the City's notice, the parties shall cooperate in good faith to develop and distribute materials and information to Customers within the City Service Area concerning the re-commencement of the Residential Recyclable Materials Collection Program.

#### **5.6. Green Waste**

If, during the Term of this Agreement, the City elects to provide additional services related to Curbside recycling of Green Waste from Residences, or should such services become required by application of state law or local ordinance, consistent with revisions to and updating of the Yakima County Comprehensive Solid Waste Management Plan, the terms of Exhibit H shall apply. Contractor will be the party with the exclusive right to collect Green Waste in the City Service Area.

#### **5.7. Miscellaneous Solid Waste Services**

Contractor shall also provide the following special services:

- (i) With respect to Residential Customers and those Commercial Customers residing in Residences located within Mixed-Use Buildings and Multi-Family Complexes within the City Service Area, Contractor shall provide a special Solid Waste service at the rate set forth in the Rate Schedule for Units of Solid Waste that exceed the limitations set forth in the definition of "Solid Waste Units," which service shall be provided within five (5) business days of the Customer's request.
- (ii) With respect to Residential Customers and those Commercial Customers residing in Residences located within Mixed-Use Buildings and Multi-Family Complexes within the City Service Area, Contractor shall collect and dispose of refrigeration and cooling devices common to households, such as refrigerators and air-conditioning units, at the rates set forth in the Rate Schedule, provided however, that the Residential Customer shall either request Contractor to purge and dispose of the cooling substance as required by applicable law or provide Contractor with a certificate reasonably satisfactory to Contractor from a qualified contractor stating

- that the same has been completed prior to collection and disposal of such item.
- (iii) With respect to all Customers within the Service Area (except as otherwise provided in Section 5.1.1), Contractor shall collect, transport, and dispose of tires from passenger vehicles and trucks at the rate set forth in the Rate Schedule.

## **5.8. Customer Service**

### **5.8.1. Customer Service Office**

Contractor shall provide customer service functions relating to its services under this Agreement, including informing Customers of potential changes to service levels, receiving and resolving Customer complaints, dispatching Residential Carts and Commercial containers, special collections, and maintaining a customer service phone number during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excepting New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. Should Contractor be responsible for customer billing pursuant to Section 6.4, Contractor is to also provide customer service functions relating to billing and service rates. All customer service functions shall be provided as part of Contractor's overhead costs, which are to be included in service rates.

### **5.8.2. Complaints**

Contractor shall give prompt and courteous attention to all Customer complaints received by Contractor. Contractor shall promptly investigate any complaint of a missed collection, and if verified, shall arrange for collection as provided in this Agreement. Contractor shall maintain a record of actions taken on all material and legitimate complaints that could not be resolved during the initial communication with the Customer, regardless of how the complaint was received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint in a computerized daily log. Contractor shall make a conscientious effort to resolve all complaints promptly but otherwise within one (1) business day of the original call or e-mail. The computerized daily log shall be available for inspection by the City, or its designated representatives, during Contractor's office hours, and shall be in a format reasonably acceptable to the City.

### **5.8.3. Emergency Contact**

Contractor shall provide the City with the name and contact information in the event of an emergency requiring contact with Contractor outside of normal office hours. Contractor shall cause such representative to be available at said emergency telephone number during all hours other than normal office hours.

## **5.9. Reports**

In addition to any report required by law, Contractor shall maintain records of the number of loads of Solid Waste collected and transported within the City Service Area and the approximate total



tonnage of Solid Waste and any other material herein authorized hauled by Contractor to Contractor's disposal site. Contractor shall make such records available to the City upon request. Subsequent to April 15 of each calendar year, and following at least two (2) months prior written notice, Contractor shall provide to the City a profit/loss financial statement for the preceding calendar year together with a pro-forma financial statement for the ensuing calendar year. The City shall be permitted to review but not make copies of the financial statements. Upon the City's request, Contractor shall make available the same financial statements to an accounting firm selected by the City and reasonably acceptable to Contractor, provided, however, that the accounting firm provides Contractor with a commercially acceptable form of confidentiality agreement. Contractor shall bear all reasonable costs of such accounting firm.

## **6. COMPENSATION**

### **6.1. Basis for Determination of Solid Waste Collection Service Rates**

The parties expressly intend that the rates and charges established by this Agreement are to be designed to capture all legitimate operating and capital costs incurred by Contractor and to provide a fair rate of return on Contractor's investment in providing all services included under this Agreement as may be measured by external methodologies such as the Washington Utilities and Transportation Commission's "Lurito-Gallagher" ratemaking methodology, or other such standards that will enable Contractor to establish fair, just, reasonable and sufficient overall rates in order to allow Contractor to innovate, invest and continue to provide service types and levels responsive to the City's reasonable requirements hereunder.

### **6.2. Compensation to Contractor**

#### **6.2.1. Compensation for Solid Waste Collection Services**

City shall collect from each and every Customer within the City Service Area, and remit to Contractor, the appropriate charge for the Solid Waste Collection Services selected by such Customer, together with any additional charges, fees and expenses that may be incurred or requested by such Customer, at the rates set forth in the Rate Schedule set forth in Exhibit C, which is to be periodically updated. Contractor shall act in good faith to coordinate with Customers to minimize the charges assessed to Customers. In addition to remission of such charges, fees and expenses, City shall be responsible for and remit to Contractor: (1) the charges for Solid Waste Collection Services rendered pursuant to Section 5.1.3 at rates set forth in the Rate Schedule in Exhibit C; and (2) the total of any revenue deficiency calculated pursuant to Section 6.2.2.

#### **6.2.2. Residential Recyclable Materials Collection Program Revenue Deficiency**

City and Contractor agree that due to the volatile nature of the markets for recyclable commodities, and the desire by City to ensure that its Residential Recyclable Materials Collection Program remains viable, City shall pay monthly to Contractor the deficiency

between the Total Recycling Revenue and an amount equal to one-twelfth of the total Annual Recycling Revenue Requirement calculated pursuant to this section.

The "Total Annual Recycling Revenue Requirement" for the Residential Recyclable Materials Collection Program shall be calculated by Contractor in accordance with the Lurito-Gallagher ratemaking methodology employed by the Washington Utilities and Transportation Commission each year.

The "Total Recycling Revenue" shall be calculated annually based upon the total charges received from customers subscribing to Residential Recyclable Materials Collection services plus (or minus) the total amount received (or paid) from the sale (or disposal) of Recyclable Materials collected by Contractor.

A report of the Total Annual Recycling Revenue Requirement and the Total Recycling Revenue, supported by evidence of Contractor's Residential Recyclable Materials Collection Program expenses and revenues, shall be provided to City no later than September 1 of each year. Upon receipt of such report, City shall have until November 1 to confirm Contractor's calculations. Upon receipt of the City's approval, which shall be provided no later than November 30, and which shall not be unreasonably withheld or delayed, the revenue requirement, revenue and expenses contained there shall serve as the basis for determining any revenue deficiency and City's corresponding monthly payment to Contractor for the following calendar year.

If, for any reason, City is unable to compensate Contractor directly under this Section, City is to notify Contractor within 30 days of such determination in accordance with Section 8 of this Agreement. Such notice is to contain City's plan to ensure Contractor is fully compensated for services rendered following such determination in consideration of the intent of the parties as set forth in Section 6.1.

### **6.3. Adjustment to Solid Waste Collection Service Rates**

#### **6.3.1. Annual Rate Adjustment**

Contractor's service charges, excluding fuel expenses, for each level of Solid Waste Collection Service shall increase once every year in an amount not to exceed eighty percent (80%) of the annual percentage increase in the Consumer Price Index – All Urban Consumers; West Region, Size B/C, standard reference base period 1982-84 = 100, hereinafter referred to as the "Adjustment Index," as determined in this section. Adjustments to Contractor's service charges shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2023 (the "Adjustment Date"). Contractor shall submit to the City for review and approval a "Rate Adjustment Statement" showing the calculations of new service rates for the following year, including a calculation of the percentage change in the Adjustment Index for the most recent twelve (12) month



period ending the June prior to the Adjustment Date. Contractor's calculations shall be provided to the City annually no later than September 1 and the City shall have until November 1 to confirm Contractor's rate modification calculations. Upon receipt of the City's approval, which shall not be unreasonably withheld or delayed, and following notice to customers pursuant to Section 6.3.10 of this Agreement, the new rates shall take effect on January 1 of the subsequent year.

### **6.3.2. Adjustments to Tipping Fees and Disposal Fees**

A tipping disposal or acceptance fee charged for Solid Waste shall be the financial responsibility of Contractor, provided however, Contractor may incorporate such disposal, tipping or acceptance fees as part of the service rates set forth in the Rate Schedule. In the event of an adjustment in tipping fees or disposal fees paid by Contractor, Contractor shall adjust the tipping fee and disposal fee component of the Solid Waste service rates for each level of service to reflect such adjustment. Contractor shall provide the City with notice of any tipping fee or disposal fee adjustment promptly upon knowledge thereof by Contractor. Contractor shall provide to the City evidence supporting the requested change in service fees as a result of an adjustment to tipping fees and disposal fees at least forty-five (45) days prior to date requested by Contractor for such adjustment to go into effect, which in any event shall not be earlier than the date of the adjustment to the tipping fee or disposal fee. Upon receipt of the City's confirmation that the calculations are correct, the new Solid Waste service rates for each level of service shall take effect on the date requested by Contractor. The party responsible for billing in Section 6.4 shall then include a notice in the next invoice issued to the Customers describing the increase in the service rates pursuant to this section.

### **6.3.3. Fuel Expense Adjustments**

Contractor may also assess to all Customers a "Fuel Surcharge," provided the surcharge is determined and used in accordance with the provisions hereinafter set forth. The Fuel Surcharge shall be implemented and charged by Contractor in the instance that the resulting calculation equals 0.5% or more as described below. The following definitions apply to the use and application of the Fuel Surcharge:

- Base Fuel Expense: the proportion of approved rates attributable to gross fuel expense, hereby fixed at 6.16%.
- Base Fuel Price: the average cost of diesel fuel used at the time of the 2021 rate authorization, hereby fixed at \$2.48.
- Current Fuel Price: the per gallon price for retail sales of "West Coast Number 2 Diesel Ultra-Low Sulfur" (0-15 PPM) for the most recent full month reported in the "Monthly Diesel Prices – Ultra-Low" index published by the Energy Information Administration of the US Government or the DGE index.
- Fuel Surcharge: the product of multiplying the base fuel expense by the percentage change between the base fuel price and current fuel price [e.g.  $\$2.48 \times (\text{current price} / \$2.48)$ ].

The Fuel Surcharge shall be calculated by subtracting the Base Fuel Price from the Current Fuel Price and converting the difference to a percentage of the Base Fuel Price; that percentage shall then be multiplied by the Base Fuel Expense and the resulting product shall constitute the Fuel Surcharge. Contractor shall submit to the City a Fuel Surcharge calculation worksheet by the 15th day of the month immediately preceding the months of August, October, December, February, April and June. The Fuel Surcharge shall be deemed approved and authorized unless written objection from the City to the Contractor's mathematical calculations is received by Contractor within seven (7) days of the City's receipt of the worksheet. In such case, the parties shall meet within five (5) business days and work in good faith to resolve any alleged errors in such mathematical calculations. A Fuel Surcharge shall commence only on the first of each of the calendar months named herein above, and shall continue in effect for a two-month period, after which time a new Fuel Surcharge, if applicable, shall go into effect pursuant to the provisions hereof. Contractor shall incorporate such Fuel Surcharge in the Customers' invoices in a timely manner.

#### **6.3.4. Solid Waste Disposal Cost Adjustment**

Contractor may also adjust service rates for all levels of Solid Waste Collection Service based upon the change in the annual disposal cost of Solid Waste collected by Contractor ("WACOD Adjustment"). Commencing with the second full twelve month Adjustment Period after the Effective Date (or, if City's Residential Recyclable Materials Collection Program has been suspended and subsequently recommenced pursuant to Section 5.5.4, commencing with the second full twelve month Adjustment Period after the Exercise Date), and for each Adjustment Period thereafter (each, a "Comparison Period"), the Contractor shall determine the change in the annual disposal cost of Solid Waste collected by Contractor during such Comparison Period as compared to the first full twelve month Adjustment Period after the Exercise Date ("Base Period"). If the of Solid Waste collected for such Comparison Period has changed by more than five percent (5%) from the Base Period, Contractor shall prepare a WACOD Adjustment calculation worksheet ("WACOD Adjustment Statement") that calculates the WACOD Adjustment to the service rates pursuant to the formula set forth in Exhibit D. The WACOD Adjustment of the service rates shall be adjusted concurrently with annual adjustments to service rates pursuant to Section 6.3.1, with the first month of January two years after the Exercise Date being the first potential date for an adjustment pursuant to this section. Concurrently with the Statement provided to the City pursuant to Section 6.2.1, the Contractor shall submit to the City for review and approval the WACOD Adjustment Statement calculating the adjustment to new rates for the next year, which statement shall show the calculations required in this Section. The City shall have sixty (60) days to confirm the Contractor's WACOD Adjustment to the service rates. Upon receipt of the City's approval of the WACOD Adjustment Statement, which shall not be unreasonably withheld or delayed, and following notice to customers pursuant to Section 6.3.10 of this Agreement, the WACOD Adjustment to the service rates shall take effect on January 1 of the subsequent year.



### **6.3.5. Recycling Commodity Credit/Debit**

During all times that City maintains a Recyclable Materials Collection Program, Contractor shall maintain a Recycling Commodity Credit program ("Commodity Credit"). The amount of the Commodity Credit (or Debit) shall be calculated pursuant to Exhibit K and applied annually to adjust service rates for Residential Recyclable Materials Collection Program. Contractor's calculations shall be provided to the City annually no later than September 1 and the City shall have until November 1 to confirm Contractor's rate modification calculations. Following notice to customers provided pursuant to Section 6.3.10 of this Agreement, the Recycling Commodity Credit/Debit adjustment to service rates shall take effect on January 1 of the subsequent year.

### **6.3.6. Tax Additive**

The State Refuse Collection Tax (currently at 3.6%), any other state or municipal taxes or fees imposed on the gross receipts or gross revenues of Contractor's services to City under the Agreement, any other state or municipal utility taxes or franchise fee imposed on solid waste collection services provided by Contractor to City, and any tax on tax effect shall be added to the rates specified for each class of service which may be identified separately and as additive(s) to said rate on each billing service. In the event of a revision by the taxing entity to the rate at which taxes or fees are assessed, Contractor may accordingly adjust rates to reflect such change in the next billing cycle including any tax on tax effect.

### **6.3.7. Other Modifications**

Contractor may apply to the City for rate adjustments that result from increases in the cost of operations arising during the Term of the Agreement. Contractor shall submit a written request to adjust the rates not more than ninety (90) days and not less than sixty (60) days prior to the proposed effective date of the requested change. The City shall promptly consider such proposed rate change with consideration of historical and industry-wide profit levels and rate making methodologies utilized by the Washington State Utilities and Transportation Commission.

### **6.3.8. Changes in Impositions or Other Laws**

If the City, county, state or federal authorities impose new taxes, fees or surcharges or change the rates of existing taxes, fees or surcharges after the Commencement Date, or there are other changes in federal, state or local laws or regulations, and the impact of these changes results in increased or decreased Contractor costs, Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. If the City requires review of Contractor's financial or other proprietary information in conducting its rate review, at the request of Contractor, the City shall retain a third party to review such information at Contractor's expense, provided however, that Contractor may require such third party to execute a commercially reasonable confidentiality agreement. Any such additional financial review costs shall be considered allowable business expenses for future

rates adjustment purposes.

#### **6.3.9. Termination by Contractor**

If Contractor requests a rate adjustment pursuant to this Section 6 and the City fails to consent to such request for any reason within four (4) months of the date of Contractor's written request, Contractor may terminate this Agreement by giving written notice of termination to the City not less than four (4) months and not more than eight (8) months after the date of Contractor's written request for such rate adjustment. This Agreement shall terminate on the date set forth in Contractor's written notice of termination, which in no event shall be less than six (6) months from the date of Contractor's written notice of termination.

#### **6.3.10. Customer Notice**

The party with responsible for billing pursuant to Section 6.4 shall provide notice to all customers of any change in service rates at least 45 days before such rates are to take effect. Such notice may be provided in any way compliant with RCW 35.21.157.

#### **6.4. Billing for Solid Waste Services; Delinquent Accounts**

The preparation and sending of bills to all Residential and Commercial Customers will remain the responsibility of the City and City shall bear all risk of non-payment. However, the City may give notice as set forth in Section 6.4.1 to Contractor that Contractor should commence billing, upon which City and Contractor agree to negotiate the assignment of such responsibilities to Contractor.

##### **6.4.1 Notice of Change in Billing Responsibility - Rates**

In the event City elects to assign to Contractor, and for Contractor to assume responsibility for preparing and sending bills to all Residential and Commercial Customers, City must first give written notice to Contractor of City's intent for Contractor to assume billing responsibilities under this Agreement. Upon Contractor's receipt of City's written notice, City and Contractor agree to negotiate this change in service feature and to adjust underlying rates accordingly to provide reasonable compensation to Contractor for the increase in Contractor's costs and responsibilities, including appropriate reserves for unpaid Customer accounts in default, under this Agreement.

##### **6.4.2 Billing Responsibilities of Contractor Upon Change**

Should City elect to assign responsibility for preparing and sending bills to all Residential and Commercial Customers, upon the completion of a negotiated change in rates and the assignment of responsibility to Contractor, the terms set forth in Sections 6.4.1.1 and 6.4.1.2 shall then apply:



#### **6.4.1.1 Preparation and Sending of Bills Upon Change**

Should Contractor become responsible for billing as set forth in Section 6.4.1, Contractor may collect from each and every Customer within the City Service Area the appropriate charge for the Solid Waste service plan selected by such Customer, together with any additional charges, fees and expenses that may be incurred or requested by such Customer. Contractor shall directly invoice and collect payment from all Customers for services provided by the Contractor for Solid Waste (and any other materials herein authorized) collection services. The Solid Waste services, other ancillary services, fees and other charges shall be charged at the rates shown in Attachment B, which may be adjusted from time to time in accordance with this Contract. Contractor shall cause each bill to include the following information: (i) Customer name; (ii) account information; (iii) service address; (iv) service commencement and termination dates, as applicable; (v) billing period, (vi) date of the bill; (vii) Customer's service plan; (viii) date payment is due; (ix) date payment is delinquent; (x) charges for the Customer service plan; and (xi) additional charges, if any. Contractor shall provide the services required under this Contract, regardless of whether Contractor obtains payment from the Customer.

#### **6.4.1.2 Delinquent Accounts Upon Change**

Should Contractor become responsible for billing as set forth in Section 6.4.1, Contractor shall bear the risk of collection. It is the intent of the parties that all issues relating to service and rates under this Agreement should be the responsibility of the Customer, Contractor and the City, and no third party shall have standing to request, speak or represent issues of service in the City Service Area except for the direct Customer, Contractor or the City.

Contractor shall have any and all remedies provided under Selah Municipal Code Chapter 3.02 and, as applicable, Washington law and regulations, with respect to delinquent accounts and other defaults by Customers, including without limitation, refusing or terminating Solid Waste service. The City shall assume no responsibility for the collection of any amount due by a Customer, provided however, that the City shall cooperate in good faith with Contractor in the enforcement of Contractor's rights and remedies to collect any delinquent accounts or cure defaults as may be provided under Selah Municipal Code Chapter 3.02. Contractor shall provide the City on a monthly basis a report of all service terminations during the previous month.

The City represents and warrants that it has duly adopted, or concurrently with the approval of this Agreement, shall adopt an ordinance authorizing the imposition of a lien against a Customer's real property for unpaid service fees pursuant to RCW 35.21.130. The City hereby authorizes and delegates to the Contractor the rights, privileges and duties to record and foreclose a lien as permitted under applicable law. The City further acknowledges that the delegation of the right to record and foreclose a lien is a ministerial action of the City, and the delegation of such privilege and duty is made on behalf of and for the convenience

of the City.

## **7. PERFORMANCE FEES, DEFAULT AND REMEDIES**

### **7.1. Performance Fees**

In the event that Contractor fails to meet any performance obligation set forth in this Agreement, the City shall give written notice to Contractor regarding such failure, in which case Contractor shall promptly take such corrective action to remedy the issue raised in the City's written notice. In addition, City reserves the right to impose the following fines if Contractor fails to meet certain obligations as provided in this Agreement.

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in this Agreement, except as expressly permitted by the City.	Fifty Dollars (\$50) per truck route (each truck on each route is a separate incident).
Failure to collect missed materials within one (1) business day after receipt of notice pursuant to Section 4.12 (excludes missed collections due to inclement weather or occurring within the first 72 hours following commencement of a Labor Disruption).	Fifty Dollars (\$50) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day.

The performance fees schedule set forth here shall not affect the City's ability to terminate this Agreement as provided in Section 7.2, provided however, the City acknowledges that the performance fees described in this section are both the exclusive remedy and an adequate remedy for the above named acts or omissions, and the City may not terminate this Agreement for any of the acts or omissions described in this section unless Contractor has incurred performance fees in excess of \$25,000.00 each month for at least three (3) consecutive calendar months. Contractor shall pay such performance fees within thirty (30) days of demand therefore from the City. The City shall provide Contractor with reasonably acceptable documentation supporting such performance fees together with the City's demand therefore. Contractor may appeal any performance fees imposed under this section to the City Manager of the City of Selah, to whom Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated.

### **7.2. Default and Remedies**

If Contractor abandons or materially breaches its obligations hereunder or fails to fully and promptly comply with all of its provisions or fails to give reason satisfactory to the City for noncompliance, the City may then declare Contractor to be in default of this Agreement and notify Contractor of such default and shall provide Contractor with thirty (30) days to cure such default. If Contractor fails to cure such default in a timely manner, the City may thereafter give notice of



termination to Contractor and its surety. Upon receipt of any such notice, this Agreement shall terminate.

## **8. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by certified mail, or by air courier, and if given personally or by mail, shall be deemed sufficiently given if addressed to the City or to Contractor at the following address:

The City:           City of Selah  
                          Attn: City Administrator  
                          115 West Naches Avenue  
                          Selah, WA 98942

To Contractor:     Basin Disposal, Inc.  
                          2021 North Commercial Avenue  
                          P.O. Box 3850  
                          Pasco, WA 99302-3850  
                          Attn: Darrick Dietrich

Mailed notices shall be deemed given on the fifth (5th) business day following deposit in the United States mail, certified postage prepaid. Notices delivered personally or by air courier shall be deemed given upon receipt. Either party may by written notice to the other specify a different address for notice purposes.

## **9. INSURANCE AND BOND REQUIREMENTS**

### **9.1. General Insurance Requirement**

Contractor shall procure and maintain, at its sole expense, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Agreement by Contractor, its agents, representatives, employees or subcontractors, as provided in this Section 9. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **9.2. Minimum Scope of Insurance**

Contractor shall obtain insurance that meets or exceeds the following requirements:

- (i) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under Contractor's Automobile Liability insurance policy with respect to the work performed for the City.

(ii) Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85, or its equivalent. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

(iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(iv) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

### **9.3. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

(i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

(ii) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

### **9.4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions in excess of \$50,000 must be declared to and approved by the City, which approval shall not be unreasonably withheld. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **9.5. Other Insurance Provisions**

The insurance policies shall contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability:

(i) Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.



(ii) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iii) Contractor's insurance shall be endorsed to state that coverage shall not be cancelled unless the City is given prior written notice as provided under RCW 48.18.290.

#### **9.6. Acceptability of Insurers**

Contractor shall secure insurance policies from insurers with a current A.M. Best rating of not less than A:VII.

#### **9.7. Verification of Coverage**

Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsements, evidencing the insurance policies required pursuant to this Article 9 prior to the Commencement Date.

#### **9.8. Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to the same insurance requirements as stated herein for Contractor.

#### **9.9. Performance Bond/Surety**

Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, not less than sixty (60) days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed at least five (5) days before its expiration.

### **10. GENERAL TERMS**

#### **10.1. Indemnification**

##### **10.1.1. Indemnify and Hold Harmless**

Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever,

including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of Contractor's exercise of duties, rights and privileges granted by the Agreement, provided, however, that Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of Contractor and the City shall apply only to the extent of Contractor's negligence.

#### **10.1.2. Notice to Contractor; Defense**

In the event an action is brought against the City for which indemnity may be sought against Contractor, the City shall promptly notify Contractor in writing. Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, Contractor shall at its own cost and expense defend, and provide qualified attorneys reasonably acceptable to the City to defend, the City, its officers, employees, agents and servants. The City shall fully cooperate with Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless Contractor has agreed otherwise. Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

#### **10.1.3. Industrial Insurance Immunity Waiver**

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they solely relate to claims against the City, its elected officials, officers, employees, agents and representatives, Contractor agrees to waive Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by Contractor's employees that is caused by or arises out of Contractor's negligent exercise of rights or privileges granted by the Agreement.

### **10.2. Transfer of the Contract**

#### **10.2.1. Assignments, Subcontracts and Delegations**

Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City and submittal of proof of insurance coverage. When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken. In addition, the assignee, subcontractor or obligor

shall sign a separate statement agreeing to abide by all terms and conditions of this Agreement.

#### **10.2.2. Changes in Control**

If Contractor is a corporation, limited liability company or limited liability partnership, then any transfer of this Agreement by merger or consolidation, or any change in the ownership of, or power to vote, the majority or controlling interest of its outstanding voting stock, membership interest, or limited partnership interests, or in the controlling interest at any tier in the ownership structure of Contractor, or change of the manager or general partner for LLCs and LPs, respectively, shall constitute an assignment for the purpose of this section. If Contractor is a partnership, then any transfer of any partnership interest shall constitute an assignment for the purpose of this section. Any transfer of this Agreement by (i) merger or consolidation, (ii) any change in the ownership of, or power to vote, the majority or controlling interest of its outstanding voting stock, membership interest or limited partnership interest, as applicable, (iii) any entity succeeding in the business and assets of Contractor, (iv) any transfer to an entity that controls or is under common control with Contractor, or (v) any transfer to a subsidiary or affiliate shall not be considered an assignment requiring the City's consent, provided however, that in each case described above such entity has equal or greater financial net worth than Contractor on the date of transfer, such entity remains in the control of Darrick Dietrich, the transferee assumes all obligations under this Agreement and that written notification of the transfer, including a copy of the transfer documentation, is provided to the City at least fifteen (15) days prior to the transfer. For purposes of this section, the term "control" shall mean ownership of more than 50% of the outstanding voting stock, membership interest or partnership interest.

### **10.3. Legal**

#### **10.3.1. Laws to Govern/Venue**

This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for Yakima County.

#### **10.3.2. Attorney Fees**

In the event of a dispute relating to the interpretation of, or to enforce, this agreement the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in relationship with such dispute.

#### **10.3.3. Dispute resolution**

The parties are to attempt to resolve any disputes regarding the interpretation of this agreement to the mutual satisfaction of both parties by good faith discussions. Disputes not resolved to the satisfaction of the parties shall be submitted to non-binding mediation as a



condition precedent to the filing of any lawsuit, with the mediator to be selected from a list of mediators acceptable to both City and Contractor.

#### **10.4. Compliance With Laws**

Contractor shall comply with all applicable federal, state, county, and local laws, statutes, rules, regulations or ordinances, including without limitation, all health and environmental regulations and standards applying to the collection, transport and disposal of Solid Waste. Contractor shall also comply with all applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued pursuant to these statutes from time-to-time.

#### **10.5. Non-Discrimination**

Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor understands and acknowledges that if it violates this non-discrimination provision and fails to cure such violation to the satisfaction of the EEOC or state agency having jurisdiction, including without limitation, compliance with all terms and conditions set forth in a settlement agreement, this Agreement may be terminated by the City with thirty (30) days prior written notice.

#### **10.6. Permits and Licenses**

Contractor shall secure all necessary business permits and licenses necessary to provide the Solid Waste services described herein. Contractor shall duly pay all applicable taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, business and occupation taxes, workers' compensation and unemployment benefits, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to Contractor's services provided under the Agreement.

#### **10.7. Relationship of Parties**

The City and Contractor expressly acknowledge that the relationship between Contractor and the City shall at all times be as an independent contractor of the City. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of the City.

#### **10.8. Bankruptcy**

If (i) Contractor makes any general arrangement or assignment for the benefit of creditors; (ii) Contractor becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute (unless, in the case of a petition filed against Contractor, the same is dismissed within ninety (90) days); or (iii) the appointment of a trustee or receiver to take possession of substantially all of Contractor's

assets, where possession is not restored to Contractor within ninety (90) days, the City may terminate this Agreement upon giving Contractor written notice thereof. In the event that any provision of this section is contrary to any applicable law, such provision shall be of no force or effect.

### **10.9. Right to Renegotiate or Amend**

The City shall retain the right to renegotiate this Agreement or negotiate an amendment based on subsequent changes in and to federal, state, county or city laws, regulations or policies that materially modify the terms and conditions of this Agreement, provided however, that the City may not modify the Rate Schedule or the terms by which service rates are determined. This Agreement may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and Contractor.

### **10.10. Force Majeure**

#### **10.10.1 Force Majeure Events**

If any Force Majeure event occurs that is not in the direct control of Contractor and which results in a detrimental effect or a material hardship to Contractor in the performance of this Agreement, Contractor may request to make an adjustments to one or more of the Solid Waste service rates or other fees included in the Rate Schedule by providing written notice to the City together with an explanation of the need for such rate adjustments arising from such Force Majeure event. Contractor shall submit such written request not more than ninety (90) days and not less than sixty (60) days prior to the proposed effective date of the requested service rate change, and the City shall promptly consider such proposed rate change. If the City requires review of Contractor's financial or other proprietary information in conducting its rate review, at the request of Contractor, the City shall retain a third party to review such information at Contractor's expense, provided however, that Contractor may require such third party to execute a commercially reasonable confidentiality agreement. Any such additional financial review costs shall be considered allowable business expenses for future rates adjustment purposes.

#### **10.10.2 Force Majeure Occurrences of Non-Default**

Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of 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, Contractor shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure

event and only for the period during which the Force Majeure event exists.

**10.11. Illegal Provisions/Severability/Savings**

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect and any such provision shall be reformed or otherwise revised by a court of competent jurisdiction in such a way as to give maximum effect to the intent of the parties.

**10.12. Waiver**

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and 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.

**10.13. Entirety**

This Agreement and the exhibits attached hereto represent the entire agreement of the City and Contractor with respect to the services to be provided under this Agreement. No prior written or oral statement or proposal shall alter any term or provision of this Agreement except as provided herein.

**WITNESS THE EXECUTION HEREOF** on the day and year first herein above written.

**CITY OF SELAH, a municipal  
corporation**

**BASIN DISPOSAL OF YAKIMA, L.L.C.**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
Darrick Dietrich, Manager

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk/Treasurer



## **Exhibit A**

### **Definitions**

**Agricultural Processed Waste:** “Agricultural Processed Waste” means any waste which consists exclusively of the remainder and residue of processed fruit or vegetables.

**Base Tonnage:** “Base Tonnage” means the original 1,500 tons of solid waste services transported and removed by the Contractor to the City without any direct cost.

**Biomedical Waste:** “Biomedical Waste” has the same meaning set forth in WAC 480-70-041.

**Bulky Materials:** “Bulky Materials” means bags, boxes, or bundles, or empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling (not loose, uncontained materials). Individual items shall not exceed two feet by two feet by five feet (2' x 2' x 5') in dimension, and not weight more than 65 pounds.

**Charge:** “Charge” means a set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.

**City:** “City” means the City of Selah, Yakima County, Washington.

**City Service Area:** “City Service Area” means the current corporate limits of the City, excluding only those areas for which a different Solid Waste collection company is providing Solid Waste service pursuant to a pre-existing franchise or permit.

**Commercial Customer:** “Commercial Customer” means all non-Residential Customers, including but not limited businesses, institutions, governmental agencies, and all other users, including occupants of Residences, Mobile Home Parks, Multi-Family Complexes and Mixed-Use Buildings, of commercial-type Solid Waste collection services.

**Compactor Disconnect/Reconnect Charge:** “Compactor Disconnect/Reconnect Charge” means a flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container before taking it to be dumped, and then reconnecting the compactor when the drop box or container is returned to the customer’s site.

**Container:** “Container” means any Detachable Container, Drop-Box Container, or wheeled cart owned and provided by Contractor.

**Contractor:** “Contractor” means Basin Disposal, Inc.

**Curb or Curbside:** “Curb” or “Curbside” means a location on a Residential Customer’s property within five (5) feet of a Public Street or Private Road without blocking sidewalks, driveways or on-street parking.

**Customer:** “Customer” means all entities or persons required to utilize Solid Waste services within the City Service Area, including property owners, property managers and tenants.

**Detachable Container:** “Detachable Container” means a watertight metal or plastic Container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one and a half (1.5) cubic yards or greater than eight (8) cubic yards in capacity.

**Drop-Box Container:** “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer’s site.

**Exercise Date:** “Exercise Date” means the date that the City counter signed the Contractor’s proposal that the City requested under section 5.5 (Recyclable Materials and Green Waste) of this contract.

**Gate Charge:** “Gate Charge” means a flat fee charged for opening, unlocking, or closing gates in order to pick up solid waste.

**Garbage:** “Garbage” means all putrescible Solid Waste.

**Green Waste:** “Green Waste” means Yard Debris as that term is defined in RCW 70A.205.015(28) and Organic Materials, as that term is defined by RCW 70A.205.15(29).

**Hazardous Waste:** “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 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.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC 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.
- C. Hazardous Waste shall not include any materials defined as Household Hazardous Waste.

**Household Hazardous Waste:** “Household Hazardous Waste” has the same meaning set forth in RCW 70A.415.010, together with any applicable regulations promulgated by the Washington Department of Ecology pursuant thereto.

**Labor Disruption:** “Labor Disruption” means any concerted activity (including, without limitation, strikes, sympathy strikes, work stoppages, picketing, slowdowns, handbilling, boycotts, or other work interference) against the Contractor or the Contractor’s operations under this Agreement.

**Loose Material:** “Loose Material” means material not set out in bags or containers, including materials that must be shoveled.

**Mixed Paper:** “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging, paper cups and other fiber-based materials meeting industry standards, but excluding tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax and foil.

**Mixed-Use Building:** “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

**Mobile Home Park:** “Mobile Home Park” shall mean a parcel of land which has been planned, improved or is currently used for the placement of mobile homes and contains more than one (1) mobile home lot. If billing is performed by Contractor, Mobile Home Parks shall be billed collectively for collection service.

**Multi-Family Complex:** “Multi-Family Complex” means a multiple-unit Residence with three or more attached units and billed collectively for collection service.

**Packer:** “Packer” means a device or vehicle specially designed to pack loose materials.

**Pass Through Fees:** “Pass Through Fees” means a fee collected by a solid waste collection company on behalf of a third party when the fee is billed directly to the customer without markup or markdown.

**Permanent Service:** “Permanent Service” means Container and drop-box service provided at the customer’s request for more than 90 days.

**Private Road:** “Private Road” means a privately owned and maintained right of way or access easement that allows for access by a service vehicle and that serves multiple Residences.

**Public Street:** “Public Street” means a public right-of-way or easement maintained by the City, County or the State and used for travel by the public.

**Rate:** “Rate” means a price per unit or per service. A rate is multiplied times the number of units or services.

**Recyclable Materials:** “Recyclable Materials” means materials consisting of aluminum cans and foil; corrugated cardboard; tin cans; recyclable plastic containers that did not contain Biomedical Waste, Hazardous Waste or Household Hazardous Waste; Mixed Paper; newspaper; and/or such



other materials that the City and Contractor may determine from time to time to be recyclable and are otherwise consistent with all applicable ordinances or comprehensive solid waste management plans, if any.

**Residence/Residential:** "Residence" or "Residential" mean a living space, with a kitchen, individually rented, leased or owned.

**Residential Cart:** "Residential Cart" means a 64- or 96- gallon wheeled cart suitable for deposit, storage and collection of Solid Waste.

**Residential Customer:** "Residential Customer" means all Customers residing in a Single-Family Residences.

**Service Accord:** "Service Accord" means limited services that the Contractor agrees to provide to The City as described in Exhibit "E"

**Single-Family Residence:** "Single-Family Residence" means all one-unit houses, each living unit of a duplex if billed individually, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road, and not part of a Mobile Home Park.

**Solid Waste:** "Solid Waste" shall have the same meaning set forth in RCW 70.95.030, but shall not include Biomedical Waste or Hazardous Waste. If and when the City permits separate collection service for Recyclable Materials, Green Waste or Household Hazardous Waste at City's request or under the jurisdiction of the WUTC, Recyclable Materials, Green Waste and Household Hazardous Waste shall be deemed to be separate categories of Solid Waste where expressly provided in this Agreement.

**Solid Waste Collection Services:** "Solid Waste Collection Services" shall mean the services provided by Contractor under this Agreement to collect Solid Waste, Recyclable Materials and/or Green Waste.

**Special Pickup:** "Special Pickup" means a pick-up requested by the customer at a time other than the regularly scheduled pick-up time, that requires the special dispatch of a truck. If a special dispatch is required, the company will assess time rates established in the Contractor's Exhibit.

**Solid Waste Unit:** "Solid Waste Unit" means a receptacle made of durable, corrosion-resistant, nonabsorbent material that is watertight, and has a close-fitting cover and two handles, or is a bag, box, or bundle that contains Solid Waste. A Solid Waste Unit can hold no more than thirty-two gallons or four cubic feet of Solid Waste, and weigh no more than 65 pounds when filled. In addition, a Solid Waste Unit shall not exceed two feet by two feet by five feet (2' x 2' x 5') in dimension.

**Unlocking:** "Unlocking" means a flat fee imposed by a solid waste collection company when the company's personnel must unlock padlocks or other locking devices to perform pickup services.

**WUTC:** “WUTC” means the Washington Utilities and Transportation Commission.

**Exhibit B**  
**City Service Area**



## Exhibit C

### Rate Schedule

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### Item 5 – Application of Rates – Taxes

<b>Taxing Entity</b>	<b>Tax Description</b>	<b>Amount of Tax</b>	<b>Application (Commodities)</b>
City of Selah <sup>1, 2</sup>	Utility Occupation Tax	6%	Applicable Customers – Revenue
State of Washington <sup>1, 2</sup>	WA Solid Waste Tax	3.6%	Applicable Customers – Revenue

**Notes:**

- 1) The Washington State Solid Waste Tax and the Utility Occupation tax will be applied as a line item to the rates as defined within this Exhibit C if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.
- 2) The Contractor is authorized to charge the tax rates herein for all services which are directly billed to the Customers by the Contractor.

### Item 40 – Material Requiring Special Equipment, Precautions, or Disposal

Transportation of solid waste requiring special equipment or precautions in handling or disposal will be subject to Time Rates named in Item 160 – Time Rates, or to other specific rates contained in this Exhibit C.

Contractor will make every effort to be aware of the commodities that require special handling at the disposal sites. The Contractor shall maintain a list of those commodities and make it available for public inspection at the Contractor's office.

### Item 45 – Material Requiring Special Testing and/or Analysis

When the Contractor or disposal facility determines testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the Customer. At the Contractor's election, they may help provide the Customer with testing and/or analysis of the dangerous or prohibited substance. If the Contractor elects to help with the testing and analysis, these costs will be passed through to the Customer.



### Item 50 – Returned Check Charges

If a Customer pays with a check and the Customer's bank refuses to honor that check, the Customer will be assessed a returned check charge in the amount of \$15.00. Return check charge only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.

### Item 52 – Redelivery Fees

A redelivery fee will be assessed on all Customers whose service is discontinued for non-payment and who subsequently reinstate service.

Type of Container	Redelivery Fee
<b>Cart:</b> A redelivery fee will be assessed to Cart Customers whose service is suspended with Cart removed for non-payment	\$12.00
<b>Container:</b> A redelivery fee will be assessed to Container Customers whose service is suspended with the Container removed for non-payment	\$20.00
<b>Drop Box Container:</b> A redelivery fee will be assessed to Drop Box Container Customers whose service is suspended with the Drop Box Container removed for non-payment	\$47.10

### Item 53 – Customer Prepayments

Customer Prepayments only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.

A prepayment of \$35.00 will be assessed to all first time (new) Residential Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the residential service. See Item 100 – Residential Monthly Rates.

A prepayment equal to the first month's cost of service will be assessed to all first time (new) Commercial Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the commercial service. See Item 240 – Container Service – Non-Compacted – Company-Owned and Item 255 – Container Service – Compacted – Customer-Owned.

A prepayment of \$250.00 will be assessed to first time (new) Drop Box Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the Drop Box service. See Item 260 – Drop Box Service – Non-Compacted – Company-Owned and Item 270 – Drop Box Service – Compacted – Company-Owned.

A prepayment will be assessed for each temporary service at the time the Customer signs up for the temporary service. The prepayment will be applied to the Customer's account upon termination of the temporary service. See Item 240 – Container Service – Non-Compacted – Company-Owned and Item 260 – Drop Box Service – Non-Compacted – Company-Owned.

### Item 70 – Return Trips

When the Contractor is required to make a return trip that does not require the special dispatch of a truck, to pick up material that was unavailable for collection for reasons under the control of the Customer, or if the Customer requests to have a Cart, Container, or Drop Box Container moved or relocated, the following additional charges, per pickup, will apply:

Type of Container	Rate
Residential/Commercial Cart (64-Gallon and 96-Gallon) <sup>1</sup>	\$4.24
Detachable Container <sup>1</sup>	\$20.00
Drop Box Container <sup>1</sup>	\$47.10

Note:

- 1) Return trips requiring special dispatch of a truck are considered special pickups. See Item 160 - Time Rates, Item 240 – Container Service – Non-Compacted – Company-Owned, Item 255 – Container Service – Compacted – Customer-Owned, Item 260 – Drop Box Service – Non-Compacted – Company-Owned, and Item 270 – Drop Box Service – Compacted – Customer-Owned.

### Item 80 – Carryout Service

The following additional charges will apply when Customers request that Contractor personnel provide carryout service for Carts and/or Units not placed at the curb, the alley, or other point where the Contractor's vehicle can be driven to within five feet of the Carts and/or Units using improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

Charge for Carryout Service <sup>1</sup>	Rate Residential/Commercial Per Unit, Per Pick Up
Carts/Units that must be carried out over 10 feet but not over 20 feet	\$0.31
For each additional 20 feet, or fraction of 20 feet, add	\$0.31

Note:

- 1) Carryout service is provided to disabled Residential Customers free of charge.

Item 100 – Residential Monthly Rates

<b>Number of Units or Type of Residential Carts</b>	<b>Frequency of Service</b>	<b>Garbage Service Rate</b>
(1) 32-Gallon Residential Cart <sup>1,2</sup>	WG	\$10.00
(1) 64-Gallon Residential Cart <sup>1</sup>	WG	\$12.25
(1) 96-Gallon Residential Cart <sup>1</sup>	WG	\$14.85
Each Additional 64-Gallon Residential Cart <sup>1</sup>	WG	\$6.00
Each Additional 96-Gallon Residential Cart <sup>1</sup>	WG	\$8.91
<i>Frequency of Service Codes: WG=Weekly Garbage; EOW = Every Other Week; N/A=Service is not currently available.</i>		

Note:

- 1) Contractor's collection of solid waste placed outside of the 32-Gallon, 64-Gallon and/or 96-Gallon Residential Cart shall be subject to the solid waste unit rates set forth in Item 150 – Units, Loose, and/or Bulky Material.
- 2) 32-Gallon Carts are not available to new customers. All new customers must choose between 64-Gallon and 96-Gallon Cart.

<b>Number of Units or Type of Residential Carts</b>	<b>Frequency of Service</b>	<b>Recycle Service Rate</b>	<b>Green Waste Service Rate</b>
(1) 64-Gallon Residential Cart <sup>1</sup>	N/A	N/A	N/A
(1) 96-Gallon Residential Cart <sup>1</sup>	2xMO	\$7.85	N/A
Each Additional 64-Gallon Residential Cart <sup>1</sup>	N/A	N/A	N/A
Each Additional 96-Gallon Residential Cart <sup>1</sup>	2xMO	\$6.67	N/A
<i>Frequency of Service Codes: WR=Weekly Recycle; 2xMO=Two Times per Month; N/A=Service is not currently available.</i>			



## Charges and Rates

Type of Charge	Rate
Prepayment <sup>1</sup>	N/A
Redelivery Fee (Non-Pay only) <sup>2</sup>	\$12.00
Residential Cart Delivery	\$0
Special Pickup 64-Gallon <sup>3</sup>	Item <a href="#">160</a>
Special Pickup 96-Gallon <sup>3</sup>	Item <a href="#">160</a>
Return Trip Charge <sup>4</sup>	\$4.24
Returned Check Charge <sup>5</sup>	N/A
Carryout Service <sup>6</sup> (up to 20 feet) per unit	\$1.34
Steam Clean Charge per Cart	\$5.58
Replacement Cart Charge <sup>7</sup>	\$74.44
Appliances	Item <a href="#">150</a>
Passenger Tire Charge	Item <a href="#">150</a>
Truck Tire Charge	Item <a href="#">150</a>

### Notes:

- 1) A prepayment charge will be assessed to a first time (new) Residential Customer. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the residential service. Prepayment only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement. See [Item 53 – Customer Prepayments](#).
- 2) A redelivery charge of \$12.00 will be assessed on all Residential Customers whose service is discontinued for non-payment and who subsequently reinstate services. See [Item 52 – Redelivery Fees](#).
- 3) A special pickup is subject to [Item 160 – Times Rates](#).
- 4) If the Customer requests the Contractor to make a return trip due to no fault of Contractor, Contractor shall be permitted to charge the Customer a return trip charge. See [Item 70 – Return Trips](#).
- 5) If a Customer pays with a check and the Customer's bank refuses to honor that check, the Customer will be assessed a returned check charge. Returned check charge only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement. See [Item 50 – Returned Check Charges](#).

- 6) Additional charges will apply when Customers request that Contractor provide carryout services. See Item 80 – Carryout Service.
- 7) If a particular Customer repeatedly damages a Residential Cart or requests more than one replacement Residential Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor may charge the Customer a replacement cart charge. If Customer does not return the Residential Cart upon termination, or service is shut off for non-payment and they refuse to surrender the Residential Cart, a replacement cart charge will be charged.

Item 150 – Units, Loose, and/or Bulky Material

Description	Rate			Minimum Charge Per Pickup	
	Residential	Commercial	Rate Per	Residential	Commercial
Solid Waste Unit <sup>1</sup>	\$2.25	\$2.25	unit	\$2.25	\$2.25
Bulky Materials <sup>1, 2</sup>	\$15.40	\$15.40	cubic yard	\$15.40	\$15.40
Appliances	\$11.41	\$11.41	item	\$11.41	\$11.41
Passenger Tires	\$2.00	\$2.00	item	\$2.00	\$2.00
Truck Tires	\$9.00	\$9.00	item	\$9.00	\$9.00

Notes:

A solid waste unit is defined in the Comprehensive Solid Waste Agreement, but generally means any individual receptacle, can, plastic bag, cart, box, carton, or other container that does not hold more than 32 gallons, or 4 cubic feet of solid waste, and which does not weight more than 65 pounds when filled.

Bulky material means bags, boxes, bundles; or empty carriers, cartons, crates, or materials offered for disposal all of which may be readily handled without shoveling (not loose, uncontained materials). Individual items shall not weigh more than 65 pounds.



#### Item 160 – Time Rates

Type of Equipment ordered	Rate Per Hour		
	Truck and Driver	Each Extra Person	Minimum Charge
Single rear drive axle	\$84.93	\$84.93	\$21.23
Tandem rear drive axle	\$97.62	\$97.62	\$24.41

#### Applying Time Rates

Time Rates named in this item apply in the following situations:

- Material must be taken to a special site for disposal.
- Contractor's equipment must wait at, or return to, a Customer's site to provide scheduled service due to no disability, fault, or negligence on the part of the Contractor. Actual waiting time or time taken in returning to the site will be charged for.
- Customer orders a single, special, or emergency pickup on non-service day, or when other items in this Exhibit C refer to Item 160 – Time Rates.

#### Recording and Charging Rates

Time must be recorded and charged to the nearest increment of 15 minutes. Time rates apply for the period from the time the Contractor's vehicle leaves the terminal, until it returns to the terminal, or when it leaves its pre-scheduled route and drives towards the Customer's site, excluding interruptions. An interruption is a situation causing stoppage of service that is in the control of the company and not in the control of the Customer. Examples include work breaks, breakdown of equipment, and similar occurrences.

#### Additional Disposal Fees

Disposal site or facility use may apply additional fees as described in Item 230 – Disposal Fees in addition to time rates.

## Item 200 – Application of Container and/or Drop Box Rates – General

### Availability

Contractor must maintain a supply of all sizes of Containers and Drop Box Containers for which rates are listed in this Exhibit C. If a Customer requests a Container or Drop Box Container of a size listed in the Contractor's Exhibit C, and the Contractor is unable to provide the requested size within 7 days of the Customer request, the Customer must be notified in writing or by telephone.

If the Contractor cannot provide the requested size Container or Drop Box Container (and that size is listed in this Exhibit C), the Contractor must provide alternate-sized Containers or Drop Box Containers, sufficient to meet the capacity originally requested by the Customer.

### Disposal Fees for Alternate-Sized Drop Box Containers

If the Contractor provides alternate-sized Drop Box Containers, the Customer is responsible for all applicable disposal fees resulting from the use of the alternate Drop Box Containers.

### Rates for Partially Filled Containers and/or Drop Box Containers

Full pickup and rental rates apply regardless of the amount of waste material in the Container or Drop Box Container at pick up time.

### Rates for Compacted Materials

Rates for compacted material apply only when the material has been compacted before it is picked up by the Contractor.

### Rates for Loose Material

Loose material dumped into the Contractor's packer truck is subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

### Permanent and Temporary Service

The following rules apply:

- a) If a Customer requests a Container or Drop Box Container for less than 90 days, the Customer will be billed at temporary service rates.
- b) If a temporary service Customer notifies the Contractor that it has decided to retain the Container or Drop Box Container for more than 90 days, permanent service rates will be assessed from the 91st day until the end of the period the Customer retains the Container or Drop Box Container.
- c) If a Customer requests a Container or Drop Box Container for more than 90 days, the Customer will be billed under permanent rates. If that Customer cancels service before the end of the 90-day period, the Contractor may not rebill the Customer at temporary service rates. The intent of the Customer at the time service was requested applies.

Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers

**Charges for Carts and Containers**

The Contractor will assess roll-out charges where, due to circumstances outside of the control of the Contractor, the Contractor is required to move the Cart or Container more than ten (10) feet, but less than twenty (20) feet, to reach the truck.

The Contractor will assess a unlock container/gate charge where the driver is required to unlock a container or locking bar, open and/or unlock an enclosure, or open a gate to access a Cart or Container.

<b>Charge Type</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>	<b>Unit</b>
Roll-Out Cart	\$0.31	\$0.31	per Cart, per pickup
Roll-Out Container	N/A	\$4.50	per Container, per pickup
Unlock Container/Gate	\$1.20	\$1.20	per Container, per pickup



## Item 207 – Excess Weight – Rejection of Load, Charges to Transport

### Weight Limits

The Contractor reserves the right to reject pick up of any Container, Stationary Packer, or Drop Box Container which, upon reasonable inspection:

- 1) Appears to be overloaded.
- 2) Would cause applicable vehicle load limitations to be exceeded.
- 3) Would cause the company to violate load limitations or result in unsafe vehicle operation.
- 4) Would negatively impact or otherwise damage road surface integrity.
- 5) Contains anything that appears not to be Municipal Solid Waste (MSW) or could do damage to the vehicle.

For the purposes of this Exhibit C, the following maximum weights apply:

Type/Size of Container, Drop Box, or Cart	Maximum Weight Allowance per Receptacle (in pounds)
Carts – 64-Gallon	120 pounds
Carts – 96-Gallon	180 pounds
Detachable Containers – 1.5 to 8 cu yds	1,200 pounds
Drop Boxes – All Sizes	20,000 pounds

### Transporting Overfilled or Overweight Cart, Container, or Drop Box

If the Cart, Container, or Drop Box Container exceeds the limits stated above, is filled beyond the marked fill line, or the top is unable to be closed, but the Contractor transports the materials, the following additional charges will apply.

Type/Size of Container, Drop Box, or Cart	Charge	Unit
Carts – All Sizes	\$2.25	per cart
Detachable Non-Compact Containers – 1.5 to 8 cu yds	\$15.40	per yard
Drop Box Containers – All Sizes <sup>1</sup>	\$25.00	per haul

Note:

- 1) If a Drop Box Container is hauled and the weight exceeds the limit identified in Item 207 – Excess Weight – Rejection of Load, Charges to Transport, the Contractor will assess an overweight fee per haul in addition to disposal fees. See Item 230 – Disposal Fees.

### Item 210 – Washing and Sanitizing Carts, Containers, and Drop Boxes

Upon Customer request, the Contractor will provide washing and sanitizing service at the following rates:

Size or Type of Container or Drop Box	Delivery Fee Component	Steam Clean Component	Unit
Steam Cleaning – Residential Cart <sup>2</sup>	\$12.00	\$5.58	per cart
Steam Cleaning – Detachable Container <sup>1, 2</sup>	\$20.00	\$4.89	per yard
Steam Cleaning – Drop Boxes & Compactors <sup>1, 2</sup>	\$47.10	\$4.89	per yard

Note:

- 1) The rate for washing and sanitizing Detachable Containers, Drop Box Containers, and Compactors includes the fee for delivering the newly cleaned Detachable Containers, Drop Box Containers, and Compactors back to the Customer's location.
- 2) Total Steam Clean Charge is the Delivery Fee Component plus the Steam Clean Component

### Item 230 – Disposal Fees

Charges herein apply when other items in this Exhibit C specifically refer to this Item 230 – Disposal Fees.

Type of Material	Disposal Fee
Municipal Solid Waste <sup>1</sup>	\$36.68
Green Waste <sup>2</sup>	\$19.00
Commingled Recycle <sup>2</sup>	N/A

Notes:

- 1) Disposal fees for MSW apply to Item 207 – Excess Weight – Rejection of Load, Charges to Transport, Item 260 – Drop Box Service – Non-Compacted – Company-Owned, Item 270 – Drop Box Service – Compacted – Customer-Owned, and possibly Item 150 – Units, Loose, and/or Bulky Material, if the material can reasonably be weighed.
- 2) Disposal fees for Green Waste and Commingled Recycle materials are only applicable if specifically authorized by the Agreement. During the effective dates of this Exhibit C, disposal fees for commingled recycle are not authorized by the Agreement.

Item 240 – Container Service – Non-Compacted – Company-Owned

**Non-Compacted Company-Owned Commercial Cart**

**Permanent Service Rates for the City of Selah**

<b>Permanent Service <sup>1, 2, 3</sup></b>	<b>64-Gallon Cart</b>	<b>96-Gallon Cart</b>
Pickup - one time per week	\$12.25	\$14.85
Pickup - two times per week	\$22.05	\$26.73
Each Additional Commercial Cart	\$6.00	\$8.91
Special Pickups <sup>4</sup>	Item <u>160</u>	Item <u>160</u>
Redelivery Fee (Non-Pay only) <sup>6</sup>	Item <u>52</u>	Item <u>52</u>
Prepayment <sup>3</sup>	N/A	N/A

**Temporary Service Rates**

<b>Temporary Service</b>	<b>64-Gallon Cart</b>	<b>96-Gallon Cart</b>
Delivery	N/A	N/A
Per Pick Up Rate	N/A	N/A
Rent Per Calendar Day	N/A	N/A
Prepayment <sup>8</sup>	N/A	N/A

**Accessorial Charges**

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pickup where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers.
- b) Additional charges will apply when a Customer requests that Contractor provide roll-out services. See Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers.

**Notes:**

- 1) Rates are stated per Commercial Cart, per month.
- 2) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer Containers are serviced on a particular trip. No credit will be given for partially filled Containers.



- 3) Permanent Service: A prepayment will be assessed to all first time (new) Commercial Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the commercial service. Prepayment only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement
- 4) A Special Pickup requires the special dispatch of a truck and is subject to Item 160 – Time Rates.
- 5) If the Customer requests the Contractor to make a Return Trip due to no fault of Contractor, the Return Trip charge shall apply. See Item 70 – Return Trips.
- 6) A redelivery charge of \$12.00 per Cart will be assessed on all Commercial Customers whose service is discontinued for non-payment and who subsequently reinstate services. See Item 52 – Redelivery Fees.
- 7) Additional charges will apply when a Customer requests that Contractor provide carry-out services. See Item 80 – Carryout Service.
- 8) A prepayment will be assessed to all Customers requesting temporary service carts. Prepayment only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.
- 9) Temporary service shall apply for all service requests that do not exceed ninety (90) consecutive days in any calendar year. If the Customer requires a Cart for a longer period, the Contractor may require the Customer to select the appropriate commercial service plan.
- 10) The prepayment will be applied to the Customer's account as a credit against amounts owed to the Contractor.

#### Non-Compacted Company-Owned Commercial Container

Non-compacted material rates are stated per Commercial Container per month within the city of Selah.

#### Permanent Service Rates

Permanent Service <sup>1,2</sup>	Size or Type of Container						
	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Pickup - One Time per Week	\$43.81	\$56.62	\$79.83	\$97.59	\$136.39	\$177.25	\$212.95
Pickup - Two Times per Week	\$76.11	\$98.36	\$145.87	\$180.95	\$255.46	\$334.43	\$399.14
Pickup - Three Times per Week	N/A	N/A	N/A	N/A	N/A	N/A	N/A

<b>Permanent Service <sup>1,2</sup></b>	<b>Size or Type of Container</b>						
	<b>1 Yard</b>	<b>1.5 Yard</b>	<b>2 Yard</b>	<b>3 Yard</b>	<b>4 Yard</b>	<b>6 Yard</b>	<b>8 Yard</b>
Pickup – Four Times per Week	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pickup – Five Times per Week	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cardboard Recycle Pickup – One Time per Week	N/A	N/A	N/A	N/A	\$30.00	\$30.00	N/A

#### Permanent Service Rates

<b>Service</b>	<b>Size or Type of Container</b>						
	<b>1 Yard</b>	<b>1.5 Yard</b>	<b>2 Yard</b>	<b>3 Yard</b>	<b>4 Yard</b>	<b>6 Yard</b>	<b>8 Yard</b>
Special Pickups	\$10.94	\$12.25	\$17.39	\$21.04	\$26.25	\$32.00	\$44.23
Return Trip Charge	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Redelivery Fee <sup>4</sup>	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

#### Temporary Service Rates

<b>Temporary Service</b>	<b>Size or Type of Container</b>						
	<b>1 Yard</b>	<b>1.5 Yard</b>	<b>2 Yard</b>	<b>3 Yard</b>	<b>4 Yard</b>	<b>6 Yard</b>	<b>8 Yard</b>
Delivery	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Pickup Rate	\$10.94	\$12.25	\$17.39	\$21.04	\$26.25	\$32.00	\$44.23
Rent Per Calendar Day	\$0.43	\$0.48	\$0.60	\$0.72	\$0.73	\$1.19	\$1.38
Prepayment <sup>3</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

#### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick-up where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers.

- b) A return trip charge will be assessed when the Contractor is required to make a return trip that does not require the special dispatch of a truck, to pick up a Cart, Container, or solid waste material or unit(s) that was unavailable for collection for reasons under the control of the Customer. See Item 70 – Return Trips.
- c) If Customer requires a Locking Container, a one-time fee of \$97.62 will be assessed.

Notes:

- 1) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- 2) A prepayment is equal to the first month's cost of service and will be assessed to all first time (new) Commercial Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the Commercial Service. Prepayment only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement. See Item 240 – Container Service – Non-Compacted – Company-Owned and Item 255 – Container Service – Compacted – Customer-Owned.
- 3) A prepayment will be assessed to all Commercial Customers requesting temporary service Containers. The Prepayment will be applied to the Commercial Customer's account upon termination of the temporary service as a credit against amounts owed to the Contractor. Prepayment only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.
- 4) A redelivery fee will be assessed to Container Customers whose service is suspended with the Container removed for non-payment. See Item 52 – Redelivery Fees



### Item 255 – Container Service – Compacted – Customer-Owned

Compacted Material Rates are stated per Detachable Container, per month within the City of Selah.

#### Permanent Service Rates

Permanent Service <sup>1</sup>	Size or Type of Container				
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Pickup – One Time per Week	N/A	\$168.87	\$225.16	N/A	N/A
Pickup – Two Times per Week	N/A	\$337.74	\$450.32	N/A	N/A
Special Pickups	N/A	\$41.25	\$54.12	N/A	N/A
Return Trip Charge	N/A	\$20.00	\$20.00	N/A	N/A

#### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pickup where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers.
- b) A return trip charge will be assessed when the company driver is required to make a return trip that does not require the special dispatch of a truck, to pick up a Cart or material that was unavailable for collection for reasons under the control of the Customer. See Item 70 – Return Trips.
- c) A disconnect/reconnect fee of \$4.50 per pickup will be assessed when Containers are attached to a compactor that requires disconnecting or reconnecting.

#### Notes:

- 1) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- 2) Service restart subject restart fees. See Item 51 – Restart Fees.

**Item 260 – Drop Box Service – Non-Compacted – Company-Owned**

Non-Compacted Material Rates are stated per Drop Box, per pick-up. <sup>1</sup>

**Permanent Service Rates for City of Selah**

<b>Permanent Service <sup>2</sup></b>	<b>Size or Type of Container</b>				
	<b>11 and 15 Yard</b>	<b>20 Yard</b>	<b>30 Yard</b>	<b>40 Yard</b>	<b>50 Yard</b>
Delivery Charge	N/A	\$47.10	\$47.10	\$47.10	N/A
Haul Charge	N/A	\$84.58	\$101.88	\$126.88	N/A
Trip Charge	N/A	\$47.10	\$47.10	\$47.10	N/A
Redelivery <sup>5</sup>	N/A	\$47.10	\$47.10	\$47.10	N/A
Prepayment <sup>7</sup>	N/A	N/A	N/A	N/A	N/A
Minimum Monthly Charge <sup>3</sup>	N/A	\$84.58	\$101.88	\$126.88	N/A
Mileage Charge <sup>6</sup>	\$0/mile				

**Temporary Service Rates**

<b>Temporary Service <sup>4</sup></b>	<b>Size or Type of Container</b>				
	<b>11 and 15 Yard</b>	<b>20 Yard</b>	<b>30 Yard</b>	<b>40 Yard</b>	<b>50 Yard</b>
Delivery Charge	N/A	\$47.10	\$47.10	\$47.10	N/A
Haul Charge	N/A	\$84.58	\$101.88	\$126.88	N/A
Trip Charge	N/A	\$47.10	\$47.10	\$47.10	N/A
Daily Rental Charge	N/A	\$4.10	\$5.20	\$5.67	N/A
Prepayment <sup>7</sup>	N/A	N/A	N/A	N/A	N/A
Mileage Charge <sup>6</sup>	\$0/mile				

**Accessorial Charges**

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick up where the driver is required to unlock a container, locking bar, enclosure or open a gate in order to access a Cart or Container. See Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers.

- b) A trip charge will be assessed when the company driver makes a trip to the Customer's location, but due to reasons under the control of the Customer, was not able to complete the haul. See Item 70 – Return Trips.

Notes:

- 1) Rates in this item are subject to disposal fees named in Item 150 – Units, Loose, and/or Bulky Material, Item 207 – Excess Weight – Rejection of Load, Charges to Transport, and Item 230 – Disposal Fees.
- 2) Permanent service means Drop Box service provided at Customer's request for more than 90 days.
- 3) For permanent service accounts, if a Drop Box is retained by a Customer for a full month and no pickups are ordered, a minimum monthly charge will be assessed.
- 4) Temporary service means providing Drop Box service at the Customer's request, for a period of 90 days or less.
- 5) A redelivery fee will be assessed to Drop Box Container Customers whose service is suspended with the Drop Box Container removed for non-payment. See Item 52 – Redelivery Fees.
- 6) Rates named in this item apply for all hauls within the city limits of Selah, to the disposal site. Any miles driven outside the city limits of Selah will be charged at \$0 per mile. Mileage charge is in addition to all regular charges.
- 7) A prepayment will be assessed on permanent and temporary service accounts as noted above. The prepayment will be applied to the Customer's account in the event of non-payment or be returned to the Customer upon termination of service. For permanent Drop Boxes, the prepayment will be applied to Customer account upon termination or after one year. Prepayments only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.

**Item 270 – Drop Box Service – Compacted – Customer-Owned**

Compacted material rates are stated per Drop Box, per pickup for the city of Selah service area.

**Permanent Service Rates**

Permanent Service	Size or Type of Container			
	11 and 15 Yard	20 and 25 Yard	30 and 35 Yard	40 Yard
Delivery Charge	N/A	N/A	N/A	N/A
Haul Charge	N/A	\$150.25	\$166.55	\$195.63
Trip Charge	N/A	\$47.10	\$47.10	\$47.10
Prepayment <sup>2</sup>	N/A	N/A	N/A	N/A
Mileage Charge	\$0/mile			

**Accessorial Charges**

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick up where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers.
- b) A Compactor disconnect/reconnect charge of \$4.50 per haul will be assessed when Drop Boxes with compactors require connecting or disconnecting.
- c) A trip charge will be assessed when the company driver makes a trip to the Customer's location, but due to reasons under the control of the Customer, was not able to complete the haul. See Item 70 – Return Trips.
- d) A turn around charge of \$30 per haul will be assessed when company driver must turn the Drop Box around to empty and/or re-connect the Drop Box.
- e) Rates named in this item apply for all hauls within the city limits of Selah, to the disposal site. Any miles driven outside the city limits of Selah will be charged \$0 per mile. Mileage charge is in addition to all regular charges.

**Notes:**

- 1) Rates in this item are subject to disposal fees named in Item 230 – Disposal Fees.
- 2) A prepayment will be assessed on all (new) Drop Box Compactor service accounts as noted above. The prepayment will be applied to the Customer's account in the event of non-payment or be returned to the Customer after one year. Prepayment only applies if the Contractor is selected to perform the billing services, as per Section 6.4.1 of the Agreement.



## Exhibit D

### WACOD Adjustment Formula

The following definitions apply to the calculation of the WACOD Adjustment:

If the following is true:

$$\text{Change in Volume} = (\text{TONS}_{\text{CP}} - \text{TONS}_{\text{BP}}) / \text{TONS}_{\text{BP}} \geq 5\%$$

Then, the following calculation shall be made by the Contractor:

$$\text{WACOD Adjustment} = \text{WACOD Expense} \times \text{WACOD Change}$$

The following definitions shall apply to the above formulas:

- **WACOD Expense** = the proportion of approved rates attributable to gross Solid Waste disposal expense, hereby fixed at \_\_\_\_%.
  - **WACOD Change** =  $(\text{WACOD}_{\text{CP}} - \text{WACOD}_{\text{BP}}) / \text{WACOD}_{\text{BP}}$
  - **WACOD<sub>BP</sub>** =  $\text{MSW}_{\text{BP}} \times \text{TONS}_{\text{MSW-BP}} + \text{GRN}_{\text{BP}} \times \text{TONS}_{\text{GRN-BP}}$
  - **WACOD<sub>CP</sub>** =  $\text{MSW}_{\text{CP}} \times \text{TONS}_{\text{MSW-CP}} + \text{RCY}_{\text{CP}} \times \text{TONS}_{\text{RCY-CP}} + \text{GRN}_{\text{CP}} \times \text{TONS}_{\text{GRN-CP}}$
- City Planner
- **TONS<sub>BP</sub>** =  $\text{TONS}_{\text{MSW-BP}} + \text{TONS}_{\text{GRN-BP}}$
  - **TONS<sub>CP</sub>** =  $\text{TONS}_{\text{MSW-CP}} + \text{TONS}_{\text{GRN-CP}}$
  - **MSW<sub>BP</sub>** = Contractor's disposal rate for Solid Waste during the Base Period
  - **TONS<sub>MSW-BP</sub>** = Volume of Solid Waste collected during the Base Period
  - **GRN<sub>BP</sub>** = Contractor's processing rate for Green Waste during the Base Period
  - **TONS<sub>GRN-BP</sub>** = Volume of Green Waste processed during the Base Period
  - **MSW<sub>CP</sub>** = Contractor's disposal rate for Solid Waste during the Comparison Period
  - **TONS<sub>MSW-CP</sub>** = Volume of Solid Waste collected during the Comparison Period
  - **GRN<sub>CP</sub>** = Contractor's processing rate for Green Waste during the Comparison Period
  - **TONS<sub>GRN-CP</sub>** = Volume of Green Waste processed during the Comparison Period

If the City has not added separate collection services for Yard Waste during the Base Period, then the values for those respective variables representing the volume of such materials will be set to zero, and shall remain zero for the term of this Contract, i.e.:

$$\text{TONS}_{\text{GRN-BP}} = 0$$

Until such time as the City adds separate collection service for Green Waste, the values for those respective variables representing the volume of such materials will be set to zero, i.e.:

$$\text{TONS}_{\text{GRN-CP}} = 0$$

In either case, the volume of Green Waste shall be included in the measured volume of Solid Waste until such time as the City implements such separate collections services.

**Exhibit E**

**[This page intentionally omitted]**

## Exhibit F

### Fuel Surcharge City of Selah

#### 1 Base Fuel Expense

Base Fuel Expense = 5.87% *Fixed*

#### 2 Percentage Increase in Cost of Fuel

<u>Current Fuel Price</u>	\$ 3.79	<i>Variable</i>
Minus <u>Base Fuel Price</u>	- \$ 3.79	<i>Fixed</i>
Equals Fuel Price Difference	= \$ -	<i>Variable</i>
Divided By <u>Base Fuel Price</u> (Line 6)	÷ \$ 3.79	<i>Fixed</i>
Equals Fuel Percent Change	=	<u>0.00%</u> <i>Variable</i>

#### Fuel Surcharge

#### 3 Calculation

<u>Base Fuel Expense</u> (Line 1)	<u>5.87%</u>
Multiplied By Percent Change in Fuel Price	x -

Fuel Surcharge

0.00%

**Exhibit G**  
**Curbside Recycling Provisions**  
**Materials List**

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## **Exhibit H**

### **Green Waste Recycling Provisions**

In the event City requests that Contractor collect, transport, and process Green Waste from all Customers residing in Residences located within the City Service Area, City shall provide Contractor with written notice no later than 180 days prior to the date on which such service is to commence. Within ninety (90) days of receipt of such notice, Contractor shall provide the City with a written proposal of the service rates, planned service routes and schedules for Customers residing in Residences and, if also requested by the City, all other Customers, proposed Green Waste Carts and Containers, materials that will qualify as Green Waste, estimated interval to secure necessary equipment and facilities, and any other pertinent terms and conditions of such service. If Contractor's proposal is acceptable to the City, the City shall give written notice (Exercise Date) to Contractor to commence providing such service within the City Service Area on the date set forth in the City's notice that is consistent with Contractor's proposal. Upon receipt of the City's notice, the parties shall cooperate in good faith to develop and distribute materials and information to Customers within the City Service Area concerning the addition of the recycling and/or green service.

**Exhibit I**

**Electronic Waste Collection Provisions  
(E-Waste)**

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**Exhibit J**

**Household Hazardous Waste Program**

[omitted]

## EXHIBIT K

### Residential Recycling Commodity Credit/Debit Calculation

The Recycling Commodity Credit/Debit Calculation is intended to ensure that Single Family and Multi-Family Residential Recycling Collection Program customers receive the benefit of the sale of Recyclable Materials through a service rate credit, and alternatively, to ensure that when the cost of sorting and/or disposal of Recyclable Materials collected by Contractor exceeds the value of commodities sold, Contractor may recoup such expenses through a service rate debit.

The Recycling Commodity Credit/Debit Calculation shall be performed annually for each class of residential customers, applying a deferred accounting approach that applies recycling revenue from a prior 12-month period (the period commencing on August 1 and ending July 31 of the following year) to project the rate year along with a true-up of the projection for the prior period.

#### Example Calculation and Formula Applied:

		<b>A</b>	<b>B</b>	<b>C</b>	
	<b>Single Family Residential Customers</b>	Base Year True-Up (Over)/Under Collection of Prior Year's Projection	Rate Year Projected	Net Adjustment	Formula
<b>1</b>	Commodity Sale Revenue	\$2,000	\$10,000	\$8,000	$C1 = B1 - A1$
<b>2</b>	Processing Costs	\$500	\$7,500	\$7,000	$C2 = B2 - A2$
<b>3</b>	Net Revenue	\$1,500	\$2,500	\$1,000	$C3 = B3 - A3$
<b>4</b>	Average No. of Customers	2,000	2,200	2,200	
<b>5</b>	Annual Adj.	\$.75	\$1.14	\$.45	$A5 = A3 \div A4$ $B5 = B3 \div B4$ $C5 = C3 \div C4$
<b>6</b>	Monthly Adj.	\$.06	\$.09	\$.04	$A6 = A5 \div 12$ $B6 = B5 \div 12$ $C6 = C5 \div 12$

The following definitions shall apply to the above formulas:

**Base Year** = the period of time commencing on August 1 of the year two years prior to the Rate Year and ending on July 31 of the year prior to the Rate Year.

**Rate Year** = the calendar year in which new rates will take effect.

**Base Year True-Up of Commodity Sale Revenue** = total projected commodity gross revenue in base year minus total actual commodity revenue in base year.

**Rate Year Projected Commodity Sale Revenue** = total commodity gross revenue in base year.

Comprehensive Solid Waste Collection Agreement, Exhibit K



**Base Year True-Up Processing Costs** = Total projected processing costs to Contractor in base year minus total actual commodity costs in base year.

**Rate Year Projected Processing Costs** = Total actual processing costs to Contractor in base year.

**Base Year Customers** = Average monthly customers during the Base Year.

**Rate Year Projected Customers** = Average monthly customers during the Rate Year.



# SELAH CITY COUNCIL

May 24, 2022

4:30pm: Study Session

RE: Basin Disposal Contract

5:30pm: Regular Scheduled Meeting

Each item on the Council Agenda is covered by an  
Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action



Selah City Council  
Meeting Date: 5/24/2022  
5:30pm: Regular Meeting

Mayor:  
Mayor Pro Temp:  
Council Members:

Sherry Raymond  
Russell Carlson  
Kevin Wickenhagen  
Jared Iverson  
Elizabeth Marquis  
Clifford Peterson  
Roger Bell  
Michael Costello

City of Selah  
115 W. Naches Ave  
Selah, WA 98942

City Administrator: Joe Henne  
City Attorney: Rob Case  
Clerk/Treasurer: Dale Novobielski

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## AGENDA

- A. **Call to Order – Mayor Raymond**
- B. **Roll Call**
- C. **Councilmember Absence**
- D. **Pledge of Allegiance**
- E. **Invocation**
- F. **Agenda Changes**
- G. **Public Appearances/Introductions/Presentations**  
Katrina Henkle, Selah Downtown Association – Update
- H. **Getting To Know Our Businesses**                      **None**
- I. **Communications**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments. Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments must pertain to City business and official actions. Constructive criticism of City officials is allowed, but defamation, personal attacks and impertinent assertions are not allowed. Commenters are limited to one comment per meeting and a maximum of two minutes. City staff may disallow or modify any comment that is deemed inappropriate. These standards are subject to revision.

- 1. Oral
  - 2. Written
- J. **Proclamations/Announcements**                      **None**

**K. Consent Agenda**

All items listed with an asterisk (\*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

\* Treesa Morales      1. Approval of Minutes: May 10, 2022 Study Session and Council Meeting

\* Dale Novobielski      2. Approval of Claims & Payroll

**L. Public Hearings** **None**

**M. General Business**

1. New Business

Rocky Wallace      Six-Year Transportation Improvement Program 2023 to 2028

2. Old Business

Joe Henne      Reading Information on All-Terrain Vehicles (ATV) and Utility-Terrain Vehicles (UTV)

**N. Resolutions**

*JEFF  
PETERS* ~~Rocky  
Wallace~~

N-1      Resolution Authorizing the Mayor to Sign Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for Evaluation of Potential Upgrades to the Selah Civic Center

**O. Ordinances** **None**

**P. Public Appearances** **None**

**Q. Reports/Announcements**

1. Departments
2. Council Members
3. City Administrator
4. Boards
5. Mayor

**R. Executive Session** **None**

**S. Adjournment**

*Next Regular Meeting: June 14, 2022*





**Selah City Council**  
Regular Meeting  
***AGENDA ITEM SUMMARY***

Meeting Date: 5/24/2022

Agenda Number: K-1

Action Item

**Title:** Approval of Minutes, May 10, 2022 Council Meeting

**From:** Treesa Morales, Public Records Officer

**Action Requested:** Approval

**Staff Recommendation:** Approval

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background/Findings/Facts:** N/A

**Recommended Motion:** I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

*Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).*

**Date:**            **Action Taken:** None

**City of Selah**  
**City Council Meeting Minutes**  
**May 10, 2022**  
Regular Meeting

A. Call to Order: Mayor Raymond called the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Kevin Wickenhagen; Jared Iverson; Elizabeth Marquis; Clifford Peterson; Roger Bell; Michael Costello

Members Absent: Russell Carlson

Councilmember Bell moved to approve Councilmember Carlson's absence.  
Councilmember Costello seconded.

By voice vote, decision was a unanimous yes to excuse Councilmember Carlson's absence from the meeting.

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; James Lange, Fire Chief; Micky Gillie Deputy Fire Chief; Zack Schab, Recreation Director; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer, Jeff Peters, Community Development Supervisor; Treesa Morales, Public Records Manager.

C. Councilmember Absence **None**

D. Pledge of Allegiance

E. Invocation: Katie Hutchinson from Selah Covenant Church gave the prayer

F. Agenda Changes **None**

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle from the Selah Downtown Association gave a report

2. Barb Petrea from the Selah Community Days Association gave an update on the 2022 event and answered questions.

3. Mike Rish, Selah Resident, gave presentation regarding ATV's on roadway and requested the council make a decision on the law.

Mayor Raymond responded to Mr. Rish, stated the council will discuss this subject later in the meeting

4. Jewel Nelson, Selah Resident, gave oral comment on discussion to change 4<sup>th</sup> street into a walking path only if the proposed new police station is built. Provided written note to Mayor.

- H. Getting To Know Our Businesses **None**
- I. Communications **None**
- J. Proclamations/Announcements **None**
- K. Consent Agenda (all items listed with an asterisk (\*) are considered part of the consent agenda and are enacted in one motion).

Councilmember Bell motioned to move Agenda items N-4 and N-6 to the consent agenda. Councilmember Wickenhagen seconded. Mayor took voice vote, resulted in unanimous yes. Items N-4 and N-6 are added to the consent agenda.

Councilmember Bell moved to approve the Consent Agenda as amended. Councilmember Peterson seconded. By voice vote, council unanimously agrees. Motion passes.

Public Records Manager, Treesa Morales, read the Consent Agenda:

- |                   |     |   |
|-------------------|-----|---|
| *Treesa Morales   | 1.  | Approval of Minutes: April 26, 2022 Council Meeting   |
| *Dale Novobielski | 2.  | Approval of Claims and Payroll:<br>Payroll Checks No. 84860-84904 for a total of \$549,851.96<br>Claim Checks No. 178068-178138 for a total of \$244,328.56   |
| *Rocky Wallace    | N-1 | Resolution Authorizing the Mayor to Sign a Three-Page WSDOT Local Agency Supplemental Agreement in Order to Obtain Additional Funding for Use on the Fremont Avenue Sidewalk Improvements Project       |
| *Rocky Wallace    | N-2 | Resolution Authorizing the Mayor to Sign a Four-Page Software License and Professional Services Agreement with Vision Municipal Solutions, LLC, Related to the Water Service Meter Improvements Project |
| *James Lange      | N-4 | Resolution Authorizing the Mayor to sign a Cooperative Agreement between Department of Natural Resources (DNR) and Selah Fire Department  |
| *Jeff Peters      | N-6 | Resolution opening the City of Selah's 2022 Comprehensive Plan Annual Map Amendment process in accordance with RCW 36.70A.130   |

\*Dale  
Novobielski

O-1 Ordinance Amending the 2022 Budget for Miscellaneous  
Adjustment

L. Public Hearings **None**

M. General Business  
1. New Business **None**  
2. Old Business **None**

N. Resolutions

**\*N-1 Resolution authorizing the Mayor to sign a WSDOT Local Agency Supplemental Agreement No. 2 between the City of Selah and the Washington State Department of Transportation to obligate the additional funding awarded for the Fremont Avenue Sidewalk Improvements Project**

This Resolution was passed as part of the consent agenda.

**\*N-2 Resolution Authorizing the Mayor to Sign a Three-Page WSDOT Local Agency Supplemental Agreement in Order to Obtain Additional Funding for Use on the Fremont Avenue Sidewalk Improvements Project**

This Resolution was passed as part of the consent agenda.

**N-3 Resolution Authorizing the Mayor to sign a Construction Contract between the City of Selah and Granite Construction Company, of Yakima, WA for the Fremont Avenue Resurfacing Project.**

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After discussion,

Councilmember Wickenhagen moved, and Councilmember Iverson seconded, to approve the Resolution Authorizing the Mayor to sign a Construction Contract between the City of Selah and Granite Construction Company, of Yakima, WA for the Fremont Avenue Resurfacing Project.

Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent. By voice vote, Resolution passes unanimously

**\*N-4 Resolution Authorizing the Mayor to sign a Cooperative Agreement between Department of Natural Resources (DNR) and Selah Fire Department**

This Resolution was passed as part of the consent agenda.



**N-5 Resolution Amending the City's Purchasing and Contracting Policy**

Introduced by Mayor Raymond, and presented by City Attorney Rob Case. After discussion,

Councilmember Peterson moved, and Councilmember Wickenhagen seconded, to approve the Resolution Amending the City's Purchasing and Contracting Policy.

Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent. By voice vote, Resolution passes unanimously

**\*N-6 Resolution Authorizing the Mayor to Sign, on Behalf of the City, a Two-Page Written Contract with Baer Testing & Engineering, Inc., for Work on Certain Components of the Selah Fremont Avenue Sidewalk Improvements Project**

This Resolution was passed as part of the consent agenda.

**O. Ordinances**

**\*O-1 Ordinance Amending the 2022 Budget for Miscellaneous Adjustments**

This Ordinance was passed as part of the consent agenda.

**P. Public Appearances**

1. Tony Corcey of Selah – provided comment regarding alleged water rights claim

**Q. Reports/Announcements**

**1. Departments**

- Chief Christman no report
- Chief Lange gave report
- Jeff Peters gave report
- Rocky Wallace gave report
- Zack Schab gave report
- Dale Novobielski gave report

**2. Councilmembers**

- Councilmember Wickenhagen – No report
- Councilmember Iverson – No report
- Councilmember Marquis – No report
- Councilmember Peterson – No report
- Councilmember Bell – Gave report
- Councilmember Costello – No report, gave reminder that he would be gone the next two council meetings

3. City Attorney Report
4. City Administrator Report
5. Mayor Report
6. Boards

No report, requested council check in  
No report  
Gave report  
None

R. Executive Session

None

S. Adjournment

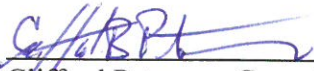
Councilmember Bell moved to adjourn the meeting. Councilmember Costello seconded. By show of hands vote was unanimous. Meeting was adjourned.

The meeting adjourned at 6:30 pm.



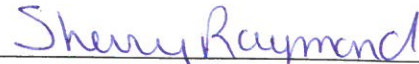
Roger Bell, Councilmember

Jared Iverson, Councilmember



Clifford Peterson, Councilmember

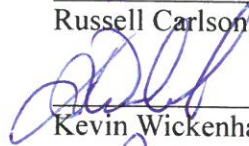
Michael Costello, Councilmember



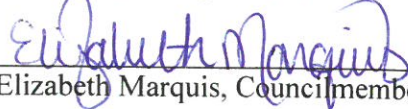
Sherry Raymond, Mayor

ABSENT

Russell Carlson, Councilmember

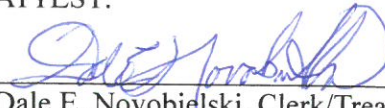


Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember

ATTEST:



Dale E. Novobielski, Clerk/Treasurer



**Selah City Council**  
Regular Meeting  
***AGENDA ITEM SUMMARY***

Meeting Date: 5/24/2022

Agenda Number: K-2

Action Item
-------------

**Title:** Approval of Claims and Payroll

**From:** Dale Novobielski, City Clerk/Treasurer

**Action Requested:** Approval

**Staff Recommendation:** Approval

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** See claims and payroll registers

**Funding Source:** See claims and payroll registers

**Background/Findings/Facts:** N/A

**Recommended Motion:** I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

*Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).*

**Date:**                      **Action Taken:** None





**Selah City Council**  
Regular Meeting  
**AGENDA ITEM SUMMARY**

Meeting Date: 5/24/2022

Agenda Number: New Business #1

Informational Item

**Title:** Six-Year Transportation Improvement Program 2023 to 2028

**From:** Rocky Wallace, Public Works Director

**Action Requested:** Informational - No Action Needed

**Staff Recommendation:** For the City Council to review the attached list of projects and discuss thoughts and any concerns so staff can proceed.

**Board/Commission Recommendation:**

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background/Findings/Facts:** Each year the City is required to adopt the Six Year Transportation Improvement Program (TIP). The 6-Year TIP is a list of transportation related projects. Attached is the 2023 to 2028 TIP for review and discussion. Staff has updated the timelines and construction cost estimates and a SEPA review is in process. A public hearing will be scheduled for June 14, 2022 for adoption of the 6-Year TIP.

**Recommended Motion:** No motion, but a consensus to proceed is requested.

*Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).*

**Date:**            **Action Taken:**





## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	1	/ 4709(001) VALLEYVIEW AVENUE/SOUTH THIRD ST/SOUTHERN AVE/SOUTH FIRST ST Valleyview Avenue South First Street to South Third Street to Southern Ave to South First St Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, storm drainage, and street lights.	WA-05635					03	C G P T	0.650	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2023	STP(US)	1,627,736		0	420,360	2,048,096
Totals				1,627,736		0	420,360	2,048,096

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	2,048,096	0	0	0	0
Totals	2,048,096	0	0	0	0

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	2	Home Ave & 3rd St Sidewalk Improvements  N 1st St to Wenas Rd and Fremont Ave to Bartlett Ave Install new sidewalk, curb & gutter, driveway approaches, and road repairs.	WA-14282					28	C G P T	0.270	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	SRTS	81,200		0	0	81,200
P	CN	2023	SRTS	622,510		0	0	622,510
Totals				703,710		0	0	703,710

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	81,200	0	0	0	0
CN	622,510	0	0	0	0
Totals	703,710	0	0	0	0

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	3	Fremont Ave Resurfacing  N 16th Street to N 11th Street Planing and HMA overlay travel lanes, including crack seal and road repairs.	WA-14283					05	C G P T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	TIB	47,030	5,230	52,260
P	CN	2023		0	TIB	360,540	40,060	400,600
Totals				0		407,570	45,290	452,860

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	52,260	0	0	0	0
CN	400,600	0	0	0	0
Totals	452,860	0	0	0	0

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	4	Transportation Network Analysis City Wide to Transportation network analysis for intersection and City access improvements.	WA-11305					18			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	BUILD	330,000		0	0	330,000
Totals				330,000		0	0	330,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	330,000	0	0	0	0
Totals	330,000	0	0	0	0



## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	5	SELAH PEDESTRIAN/BICYCLE PATH STUDY  to Pedestrian/bicycle path study. Use Wixson Park as park and ride.	WA-00203					38			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		51,900		0	8,100	60,000
Totals				51,900		0	8,100	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	60,000	0	0	0	0
Totals	60,000	0	0	0	0

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	6	East Goodlander/Lancaster Road Traffic Signal  spot improvement to Install new four-leg traffic signal with camera detection.	WA-06535					21	C G P S T W		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	89,100	89,100
P	CN	2024		0		0	680,900	680,900
Totals				0		0	770,000	770,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	89,100	0	0	0
CN	0	680,900	0	0	0
Totals	0	770,000	0	0	0

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	SOUTHERN AVENUE Southern Avenue South Fifth Street to South Third Street Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, storm drainage, street lights and signalization.	WA-00193					03	C G P T	0.150	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0	OTHER	54,480	13,620	68,100
P	RW	2025		0	OTHER	101,120	25,280	126,400
P	CN	2026		0	OTHER	378,160	94,540	472,700
Totals				0		533,760	133,440	667,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	68,100	0	0
RW	0	0	126,400	0	0
CN	0	0	0	472,700	0
Totals	0	0	194,500	472,700	0

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	8	SOUTH THIRD STREET South Third Street Naches Avenue to Valleyview Avenue Reconstruct road add curb and gutter, drainage, sidewalks and grading. Acquire right of way.	WA-00196					03	C G P T	0.380	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	STBG(USS)	163,390		0	25,510	188,900
P	RW	2026	STBG(USS)	151,460		0	23,640	175,100
P	CN	2027	STBG(USS)	1,592,810		0	248,590	1,841,400
Totals				1,907,660		0	297,740	2,205,400

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	188,900	0
RW	0	0	0	175,100	0
CN	0	0	0	0	1,841,400
Totals	0	0	0	364,000	1,841,400



## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	9	EAST NACHES AVENUE East Naches Avenue Wenas Road - East to S Rushmore Road Drainage, replace curb and gutter, sidewalk on both sides, grading, paving and street lighting.	WA-00197					04	C G P T	0.370	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0	OTHER	164,880	41,220	206,100
P	CN	2028		0	OTHER	1,629,920	407,480	2,037,400
Totals				0		1,794,800	448,700	2,243,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	206,100
CN	0	0	0	0	2,037,400
Totals	0	0	0	0	2,243,500

## Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

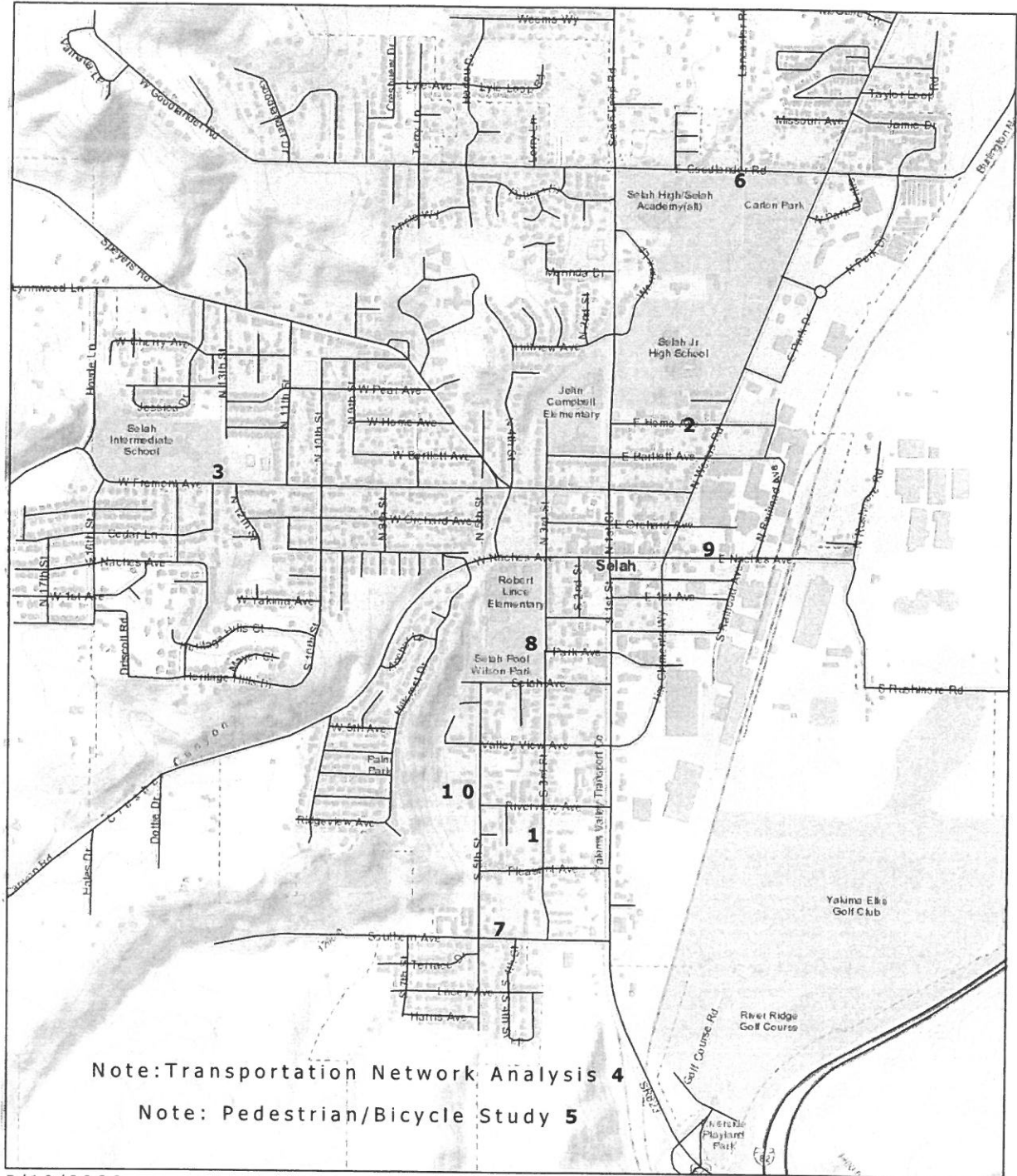
Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	10	VALLEYVIEW AVENUE & SOUTH FIFTH STREET Valley View Avenue & S Fifth Street Beginning at S Third Avenue & Valley View Avenue to S Fifth Street & South to Southern Avenue Clearing, grubbing, sidewalk, curb and gutter, storm drainage, street lighting, grading and paving.	WA-00199					04	C G P T	0.520	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	282,420	282,420
P	CN	2028		0		0	2,793,200	2,793,200
Totals				0		0	3,075,620	3,075,620

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	282,420
CN	0	0	0	0	2,793,200
Totals	0	0	0	0	3,075,620

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Selah	4,621,006	2,736,130	5,199,250	12,556,386

# City of Selah

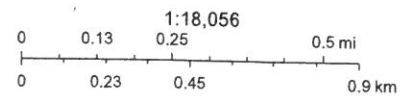


Note: Transportation Network Analysis 4

Note: Pedestrian/Bicycle Study 5

5/10/2022

— Street Names



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User

Yakima County GIS





**Selah City Council**  
Regular Meeting  
**AGENDA ITEM SUMMARY**

Meeting Date: 5/24/2022

Agenda Number: M-2

Action Item
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**Title:** Reading Information on All-Terrain Vehicles (ATV) and Utility-Terrain Vehicles (UTV)

**From:** Joe Henne, City Administrator and Dan Christman, Police Chief

**Action Requested:** Informational - No Action Needed

**Staff Recommendation:** To read and become informed and ask questions of staff.

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** N/A

**Funding Source:** N/A

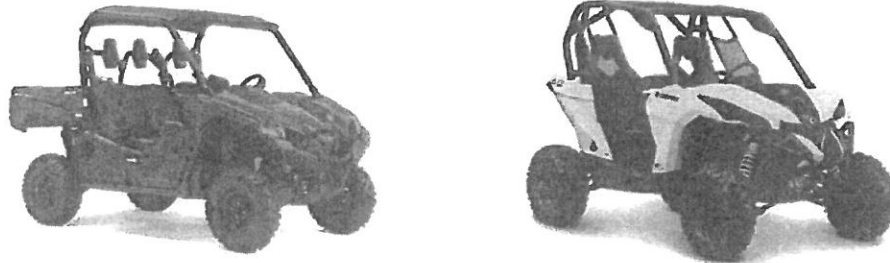
**Background/Findings/Facts:** During the May 10, 2022 City Council Meeting a member of the audience spoke to the Council about driving ATV's & UTV's on City of Selah Streets. Staff has included information on what some of the other agencies in Washington State have allowed. Also in the attached is information the Police Chief has researched, an information sheet on RCW's, and other facts and photos.

**Recommended Motion:** None

*Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).*



## IT IS NOT LEGAL TO OPERATE ATV AND UTV ON ANY PUBLIC STREET OR CANAL BANK



It not legal to operate an All-Terrain Vehicle (ATV) or Utility-Terrain Vehicle (UTV), commonly known as a "Side-by-Side" (SXS) on any public street or canal bank. This is true for both city streets and county streets, for highways, rural streets and residential streets, and also for canal banks within Selah and within Yakima County.

### In the City of Selah

Selah Municipal Code does not include any provision that authorizes such vehicles to be operated on public streets or canal banks. There is no state law or county law that trumps the Selah Municipal Code on this topic. Thus, a Side-by-Side cannot be operated on any public street or on any canal bank within the geographical limits of the city of Selah.

- Officers can cite people driving these types of vehicles on city roadways within Selah, under RCW 46.09.455(1)(e)
- Since Selah HAS NOT adopted RCW 46.09.455, any person being cited for this type of offense will need to be cited through Yakima District Court, not Selah Municipal Court.

### Outside the City of Selah (in the county)

While State law – specifically RCW 46.09.360 – does allow a county to potentially authorize off-road vehicles to be operated on designated public streets lying outside of any city's geographical limits, wheeled all-terrain vehicles – such as a Side-by-Sides – are expressly excluded from this potential authorization.<sup>1</sup> Thus, no county can authorize the operation of Side-by-Sides on any public street.

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<sup>1</sup> RCW 46.09.310 (19) defines "Wheeled all-terrain vehicle" to mean: "(a) any motorized non-highway vehicle with handlebars that is fifty inches or less in width, has a seat height of at least twenty inches, weighs less than one thousand five hundred pounds, and has four tires having a diameter of thirty inches or less, or (b) a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of twenty psi or less, has a maximum width less than seventy-four inches, has a maximum weight less than two thousand pounds, has a wheelbase of one hundred

Yakima County strictly prohibits the operation of Side-by-Sides on public streets or canal banks lying outside of any city's geographical limits.<sup>2</sup> Only properly-licensed street vehicles may be operated on, across or over public streets, canal banks, the shoulders and ditches of roadways and of canal banks.

### **Potential Criminal and Civil Penalties**

Those who operate a Side-by-Side on, across or over any location where operation is not legal are subject to potential criminal penalties (such as a fine and ticket) and potential civil penalties (such as trespass and damages).

### **But My Side-by-Side is "Street Legal"**

Some owners may believe that their particular Side-by-Side, either as originally manufactured or as modified, is "street legal". However, state law controls whether any vehicle is potentially street legal. RCW Chapter 46.37 requires all street legal vehicles to have a state-issued license plate, proper lighting (head lights, tail lights, break lights, and turn signals), a horn, an inside rearview mirror and other features, and also requires that the operator have valid operator's license and insurance. And, as recited above, neither Selah nor Yakima County has authorized the operation of Side-by-Sides on any public street or canal bank. Thus, there is no such thing as a street-legal Side-by-Side within the geographical limits of the city of Selah, nor within Yakima County.<sup>3</sup>

### **Exceptions – Forest Service Roads, DNR/WDFW Roads and Motorized Trails (None of Which Exist in Selah or in the Immediately-Surrounding Areas)**

Side-by-Sides may be legally operated – subject to certain requirements and limitations – on, across and over forest service roads, DNR/WDFW roads and motorized trails. However, none of those exist within the geographical limits of the city of Selah nor within the immediately-surrounding areas of Yakima County.

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ten inches or less, and satisfies at least one of the following: (i) Has a minimum width of fifty inches; (ii) has a minimum weight of at least nine hundred pounds; or (iii) has a wheelbase of over sixty-one inches."

<sup>2</sup> See <http://www.yakimacounty.us/259/Off-Road-Vehicles>.

<sup>3</sup> RCW 46.09.455 – which applies to streets that have a speed limit of 35 miles per hour or less – does not change this conclusion. This is because subsections (c)(i) and (d)(i) clarify that the city or county must have an Ordinance in place to allow the operation of Side-by-Sides on such 35-mph-or-under streets, and neither Selah nor Yakima County has such an Ordinance in place.

## Wheeled All-Terrain Vehicles (WATVs)

### City Council Briefing

Washington State law allows licensed ATVs on public roads with speed limits of 35 miles per hour or less, but it leaves the adoption of such an ordinance up to individual cities and counties.

Some smaller counties automatically adopted the law due to their low population densities (<15,000), but for those counties with larger populations, like Yakima County, this decision is left up to them. Since Yakima County has not yet adopted such an ordinance, cities like Yakima and Tieton have adopted their own city ordinance to allow WATVs on their roadways.

The City of Selah has been asked to consider an ordinance approving the operation of Wheeled All-Terrain Vehicles (WATVs) or Side-by-Sides (SXS) inside the city limits. This briefing was designed to answer specific questions posed by several council members, and to provide some basic data about WATVs on the roadway.

### Wheeled All-Terrain Vehicle (WATVs)

In RCW 46.09.310(19) the State provide a definition for a Wheeled All-Terrain Vehicle (WATV): "Wheeled all-terrain vehicle" means:

- a) Any motorized non-highway vehicle with handlebars that is fifty inches or less in width, has a seat height of at least twenty inches, weighs less than one thousand five hundred pounds, and has four tires having a diameter of thirty inches or less, or
- b) A utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of twenty psi or less, has a maximum width less than seventy-four inches, has a maximum weight less than two thousand pounds, has a wheelbase of one hundred ten inches or less, and satisfies at least one of the following:
  - i. Has a minimum width of fifty inches;
  - ii. Has a minimum weight of at least nine hundred pounds; or
  - iii. Has a wheelbase of over sixty-one inches."

Generally speaking, and for reference in this body of work:

1. **All-Terrain Vehicles (ATVs)** are a general a category of off-road vehicles that includes single-rider machines with handlebars and a straddle seat – (defined above in subsection a).
2. **Utility Terrain Vehicles (UTVs)** are two-person, bucket-seat models also called Side-by-Sides (SXS) – (defined above in subsection b).
  - **NOTE:** The State of Washington combines ATVs and UTVs into one definition, and refers to them as Wheeled All-Terrain Vehicles (WATVs).
3. **Recreational Off-road Vehicles (ROVs)** are larger, multi-passenger vehicles that more recently entered into the market.

## **INSURANCE AND DOT APPROVED TIRES:**

Neither insurance nor DOT approved tires are required by state law because WATVs and SXSs are not allowed to operate on **highways** or any city street with a posted speed limit of 35 MPH or faster.

RCW 46.30.010 states: *"It is a privilege granted by the state to operate a motor vehicle upon the **highways** of this state. The legislature recognizes the threat that uninsured drivers are to the people of the state. In order to alleviate the threat posed by uninsured drivers it is the intent of the legislature to require that all persons driving vehicles registered in this state satisfy the financial responsibility requirements of this chapter."*

The key word to consider is "**highways**" as WATVs are not allowed to be driven on state highways, therefore are not required by the state to have insurance, or DOT approved tires.

- Cities and Counties can require proof of motor vehicle insurance for WATVs.

In RCW 46.30.020(3)(b) - *Liability Insurance or Other Financial Responsibility Required*, the following pertains to WATVs and SXS:

- 3) The provisions of this chapter shall not govern:
  - a. The operation of a motor-driven cycle as defined in RCW 46.04.332 a moped as defined in RCW 46.04.304, or a wheeled all-terrain vehicle (WATV) as defined in RCW 46.06.310.

Likewise, the state does not require WATVs to be equipped with DOT-approved tires, because WATVs are not to be operated *highways*, or streets with a speed limit over 35 MPH, so the tires do not have to meet the DOT requirements for speed and safety.

## **INJURY AND DEATH**

- A growing body of scientific research supports the belief that WATV use on developed roadways is more dangerous than riding off-road.
- A comprehensive study published in the science journal *Traffic Injury Prevention* showed that WATV use is especially dangerous on paved roadways. The study reviewed WATV crash data from 1982 to 2012 and showed that deaths occurred at twice the rate on paved roads, versus unpaved roads.
  - The same study identified that victims suffering injuries or death were more likely to be male adolescents, alcohol use was higher while helmet use was lower, in accidents on paved roads.
  - The study data also showed that helmet use reduced fatalities, and regulations restricting youth from operating WATVs on public roadways improved safety.
- According to an August 2017 study published by the research journal *Pediatrics*, children remain at high risk of ATV accidents resulting in injury and death.



## WATV DESIGN

- Industry experts point to the basic design of WATVs for the reasons why they are more dangerous on developed roadways.
  - They are built to traverse trails or bumpy terrain and make tight turns around objects.
  - They use low-pressure tires, maintain a high center of gravity, and can now achieve speeds up to 80 mph, which all together make WATVs prone to rollover collisions
  - Because of the potential to “roll-over,” the roll cage is heavily reinforced, but they are not designed to sustain penetration by other larger vehicles in side impact, head-on, and rear-end in roadway crashes.
  - Their relative light weight and lack of side-panel protection make them extremely susceptible to significant bodily injury or death due to roadway crashes.
  - While operating on public roadways, WATVs share the road with much larger, heavier vehicles with greater mass and momentum, creating greater risk of significant bodily injury and death in crashes.

## PUTTING INJURY DATA AND DESIGN IN PERSPECTIVE

- Since 1982, over 15,250 people have died in ATV-related accidents in the United States and more than 100,000 people have been injured (those figures do not include data on ROVs.)
- Washington State, the 13<sup>th</sup> most populous state, is 30<sup>th</sup> in ATV-related deaths from 1982-2014 with 186 fatalities, according to the U.S. Consumer Product Safety Commission.
- A national study of fatal ATV crashes over a 25-year period by the Journal of Injury Prevention showed that more than 60 percent of deaths occurred during on-road use, even though WATVs are driven far more frequently in off-road settings.
- A separate study by the Journal of Traffic Injury Prevention showed that over the past 20 years, WATV-related deaths occurred at twice the rate on paved versus unpaved roads.
- Manufacturers of WATVs warn dealers and buyers that these machines were not designed for on-road use, and many contain warning tags recommending off-road use only.
- A major non-profit WATV industry group, the Specialty Vehicle Institute of America (SVIA), also opposes on-road use of WATVs.
- The ATV Safety Institute published the “Golden Rules of ATV Safety” and Rule #2 reads: *“Never ride on paved roads except to cross when done safely and permitted by law – another vehicle could hit you. ATV’s are designed to be operated off-highway.”*
- In multiple scientific studies, it has been concluded that being a passenger or driving a WATV on paved roads, especially among adolescents, increases their mortality rate.” Although riding on a street or roadway is associated with more deaths, helmet use was associated with a reduction in the number of deaths.”

## WATVs on City Roadways Where Risk is Greater

### Discussion Points

- WATVs have become extremely popular with sales tripling between 1995 and 2005.
- According to the WATV industry, over 45,000 such vehicles are now sold in the U.S. each year.
- Like any mode of transportation, WATV use includes some inherent risk and a driver's off-road experience *does not* translate well to their on-road experience.
- Because WATVs were designed to be "off-road vehicles," drivers may be prone to employ riskier behaviors when traveling on developed roadways, such as not wearing a helmet or safety restraint system, driving under the influence of alcohol, driving too fast for the conditions, or carrying passengers in an unsafe manner.
- The incongruity between state law and manufacturer recommendations puts power sports dealers and WATV owners in a tough spot. Dealers want to sell WATVs, and owners don't want to see their investment collect dust on a trailer or in the garage.

Should the City of Selah adopt an ordinance allowing ATVs/WATVs/UTVs/ROVs to operate on city roads, the city leadership should explore whether (or not) to:

1. Require proof of motor vehicle insurance for all WATVs operated on the public roadway.
2. Implement a city helmet law for all drivers and passengers of WATVs, when they are being operated on public roadways.

### WATV Drivers and Passengers *Must*:

- Abide by State requirements that all WATVs be licensed per RCW 46.09, and have installed basic safety components (See RCW 46.09.457):
  - **Head lamps** – used whenever driving on a road. See RCW 46.37.030 and 46.37.040
  - **Tail lamps** – See RCW 46.37.525
    - **2 Tail lamps** – *For utility-type vehicles.* See RCW 46.37.070
  - **Stop lamps** – See RCW 46.37.200
  - **Reflectors** – See RCW 46.37.060
  - **Turn signals** – See RCW 46.37.200 and RCW 46.61.310
  - **Brakes** in good working order
  - **Mirror** on left or right handlebar
    - **2 Mirrors** – *For utility-type vehicles.* See RCW 46.37.400
  - **Horn or warning device** – See RCW 46.37.380
  - **Muffling device** – See RCW 46.09.470
  - **Windshield** – See RCW 46.37.430, **unless** the driver wears glasses, goggles, or a face shield that meets the requirements by the state patrol. See WAC 204-10-026.
  - **Seatbelts** – *For utility-type vehicles* – See RCW 46.37.510.

**WATV Drivers and Passengers *Must*:**

- Understand that RCW 46.61 – *The Rules of the Road*, apply to WATVs when being operated on any public roadway.
- Officers may cite people driving a WATV or SXS on city roadways within the City of Selah, under RCW 46.09.455(1)(e).
- Until Selah has adopted an ordinance approving the operation of WATVs, any person being cited for this type of offense will be cited through Yakima District Court, and not the Selah Municipal Court.

**WATV Drivers and Passengers *Should*:**

- Acknowledge the limitations of WATVs on developed roads, and the risks they face when driving on public roadways and among other larger and fast moving traffic.
- Apply the same caution and common sense to WATV use that they would with any other passenger vehicle, and know they will be held to the same legal standards as other motorists.

Below is a list of cities and counties that have passed ordinances pertaining to WATVs.  
Links to the published ordinance are provided when available.

## **CITIES ORDINANCES (By County):**

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### **Adams County**

- Othello; [Ordinance Chapter 9.46](#)

### **Asotin Co**

- Asotin; [Chapter 10.32](#)
- Clarkston; [Ordinance Chapter 10.36](#)

### **Benton County**

- Kennewick; [Ordinance 5816, | Chapter 11.92, SxS Only](#)
- Prosser; [Ordinance Chapter 10.60](#)
- Richland; [Ordinance Chapter 11.15.020](#)
- West Richland; [Ordinance Chapter 10.17](#)

### **Chelan County**

- Cashmere; [Ordinance Chapter 10.20](#)
- Chelan; [Ordinance Chapter 10.76](#)
- Leavenworth; [UTVs only – Ordinance #1505](#)
- Wenatchee; [City Code Chapter 8.08](#)

### **Columbia County**

- Dayton; [Ordinance # 1881](#)

### **Clark County**

- Yacolt; [Ordinance #560](#)

### **Clallam County**

- Forks; [Ordinance Chapter 10.35](#)

### **Douglas County**

- Bridgeport; [Ordinance Chapter 10.48](#)
- Coulee Dam; [Ordinance 671 Chapter 10.45](#)
- East Wenatchee; [Ordinance # 2013-08](#)
- Mansfield; [Ordinance # 477](#)
- Rock Island; [Ordinance Chapter 10.42](#)
- Waterville; [Ordinance 10.36](#)

### **Ferry County**

- Republic; [Ordinance Chapter 10.20](#)

### **Franklin County**

- Pasco; [Chapter 10.100](#)
- Connell; [Ordinance 990-2018, Chapter 10.42](#)

### **Garfield County**

- Pomeroy; [Ordinance 847](#)

### **Grant County**

- Electric City; [Ordinance Chapter 10.30](#)
- Ephrata; [Ordinance Chapter 10.80](#)
- Grand Coulee; [Ordinance # 1040, Chapter 10.30](#)
- Mattawa; [Ordinance Chapter 10.30](#)
- Moses Lake; [Ordinance # 2857; WATV Map](#)
- Quincy; [Ordinance Chapter 10.64](#)
- Royal City, Grant Co; [Ordinance 17-02, Chapter 9.30](#)
- Soap Lake; [Alternate Vehicle Chapter 10.14](#)
- Warden; [Ordinance Chapter 10.60](#)

### **Grays Harbor County**

- Aberdeen; [Ordinance Chapter 10.18](#)
- Cosmopolis; [Ordinance Chapter 10.40](#)
- Elma; [Ordinance Chapter 10.04](#)
- McCleary; [Ordinance #10.04.315 & 10.04.320](#)
- Montesano; [Ordinance Chapter 9.04](#)
- Ocean Shores; [Ordinance Chapter 10.32](#)
- Westport; [Ordinance Chapter 10.04](#)

### **King County**

- Skykomish; [Ordinance 454](#)

### **Kittitas County**

- Cle Elum; [Ordinance Chapter 10.36](#)
- Kittitas; [Ordinance Chapter # 10.32](#)

### **Klickitat County**

- Bingen; [Ordinance](#)



**Lewis County**

- Morton; Ordinance Chapter 10.36
- Mossyrock, Ordinance #462

**Lincoln County**

- Davenport; Ordinance Chapter 10.40
- Odessa; Ordinance 668
- Wilbur; Ordinance Chapter 10.32

**Okanogan County**

- Brewster; Ordinance Chapter 10.36
- Conconully; Ordinance # 304
- Loomis; | WATV Map
- Okanogan; Ordinance Chapter 10.45
- Omak; Ordinance Chapter 12.11
- Oroville; Ordinance Chapter 10.22
- Pateros; Ordinance Chapter 10.08
- Riverside, Okanogan Co; WATV Map
- Tonasket; ORV Chapter 10.36

**Pacific County**

- Republic; Ordinance Chapter 10.20
- Raymond; Ordinance Chapter 10.66
- South Bend; Ordinance Chapter 10.50

**Palouse County**

- Palouse; Ordinance Chapter 10.46
- Pullman; Ordinance Chapter 10.52

**Pend Orielle County**

- Lone; Ordinance # 438

**Pierce County**

- Buckley; Ordinance Chapter 11.50
- Carbonado; Ordinance # 444, Chapter 10.35
- Eatonville, Ordinance # 2015-18

**Pierce County - Continued**

- Roy; Specific Roads
- Wilkeson; Ordinance Chapter 11.50

**Skagit County**

- Lyman; Ordinance # 249; WATV Map
- Stevenson; Ordinance Chapter 10.40

**Skamania County**

- North Bonneville; Ordinance 1093, Chapter 10.16

**Snohomish Co**

- Darrington; Ordinance # 738, Chapter 10.17
- Granite Falls; Chapter 10.92
- Gold Bar; Ordinance 727, Chapter 10.18
- Lake Stevens; Ordinance # 1045, SxS Only
- Monroe; Ordinance Chapter 10.30
- Snohomish; Ordinance 2376, | Chapter 11.07
- Stanwood; Ordinance # 1412
- Sultan; Ordinance Chapter 10.30

**Stevens County**

- Colville; Ordinance Chapter 10.32
- Kettle Falls; Ordinance Chapter 10.88
- Northport; Ordinance 496

**Thurston County**

- Tenino; Ordinance 897

**Walla Walla County**

- Walla Walla; Ordinance Chapter 10.30

**Whitman County**

- Colton; Ordinance #385

**Yakima County**

- Tieton; Ordinance 736, Chapter 10.14
- Yakima; Chapter 9.56

## COUNTY ORDINANCES:

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- Asotin County; Authorized by HB 1623 and RCW 46.09 <15,000 population\*
- Benton County; Chapter 10.13
- Chelan County; Ordinance
- Clallam County; Ordinance
- Columbia County; Authorized by HB 1623 and RCW 46.09 <15,000 population\*
- Cowlitz County; Ordinance 19-046 | Chapter 12.65
- Douglas County; Ordinance
- Ferry County; Variable Speed Limit
- Garfield County; Ordinance
- Grant County; (severely limited, small number of specific roads); Road List
- Grays Harbor County; Ordinance
- Kittitas County; Ordinance
- Lewis County; Ordinance | Road List
- Lincoln County; Authorized by HB 1623 and RCW 46.09 <15,000 population\*
- Mason County; Ordinance
- Okanogan County; Ordinance
- Pacific County\*; Ordinance
- Pend Oreille County; Ordinance 2013.02
- Pierce County; Ordinance 2020-90S, Chapter 10.26 (small number of specific roads);
- Skamania County; Authorized by HB 1623 and RCW 46.09 <15,000 population\*
- Snohomish County; Ordinance 19-047 (limited, only portions of the county); Road List
- Stevens County; Ordinance
- Thurston County; Ordinance; Speed Limit Chart
- Wahkiakum County; Authorized by HB 1623 and RCW 46.09 <15,000 population\*
- Walla Walla County; (severely limited, special permit for events only)

\* In 2013-2104, via HB 1632, Washington State enacted a law “Regulating the use of off-road vehicles in certain areas,” which also requires license plates on All Terrain Vehicles and allows their use on county roads in certain conditions. *This ordinance became known as the “street legal ordinance” to many WATV owners.*

## ADDITIONAL REFERENCES:

1. Characteristics of Side-by-Side Vehicle Crashes and Related Injuries as Determined Using Newspaper Reports from Nine U.S. States.
2. All-terrain vehicle fatalities on paved roads, unpaved roads, and off-road: Evidence for informed roadway safety warnings and legislation

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# DOMINATE ANY ENVIRONMENT

1 CHOOSE  
MODEL

2 CHOOSE  
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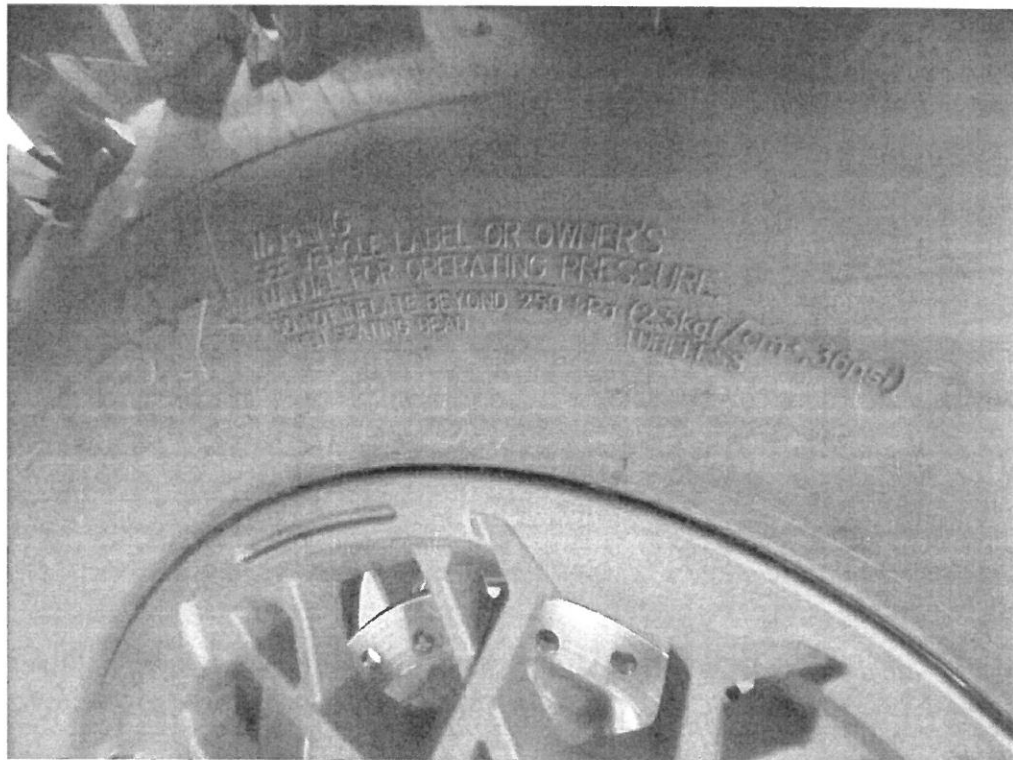
3 CHOOSE  
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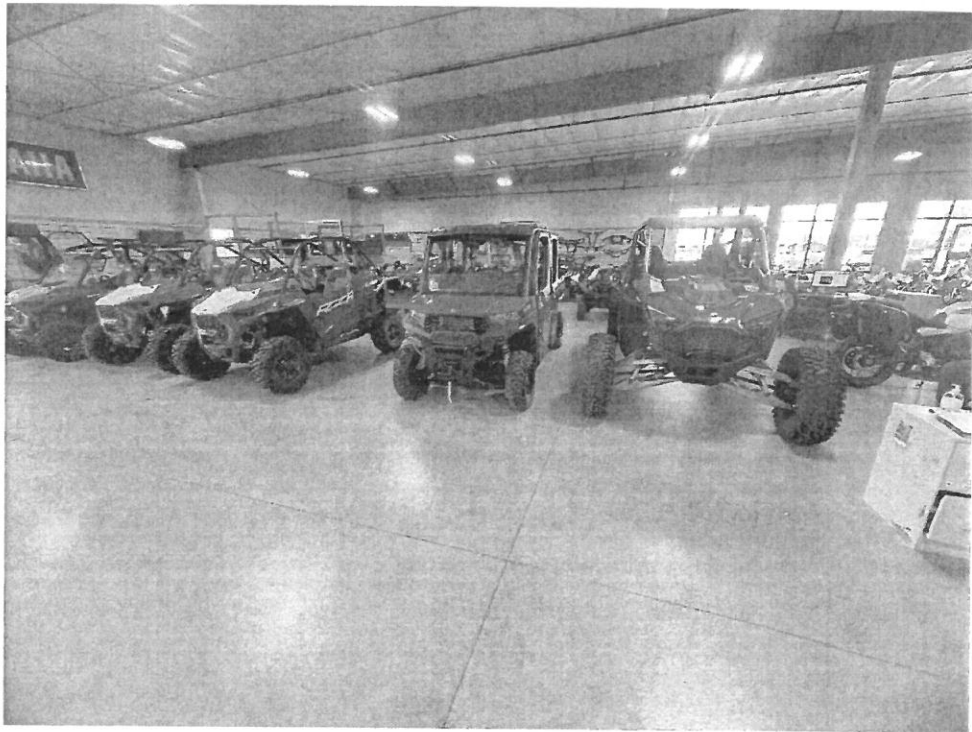
4 CHOOSE  
ACCESSORIES

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TO SEE ALL YOUR OPTIONS & ACCESSORIES  
ON YOUR NEW MACHINE FROM EVERY ANGLE!

Warning: Polaris off-road vehicles can be hazardous to operate and are not intended for on-road use. Driver must be at least 16 years old with a valid driver's license to operate. All riders should always wear helmets, eye protection and protective clothing and footwear. Read, understand and follow your owner's manual. Ride within the limits of your own abilities and never engage in stunts or exhibition driving. Never ride under the influence of drugs or alcohol. All riders should take a safety training course. Call 800-942-5766 for additional information.

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**Selah City Council**  
Regular Meeting  
**AGENDA ITEM SUMMARY**

Meeting Date: 5/24/2022  
Agenda Number: N-1

Action Item

**Title:** Resolution Authorizing the Mayor to Sign Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for Evaluation of Potential Upgrades to the Selah Civic Center

**From:** Jeff Peters, Community Development Supervisor

**Action Requested:** Approval

**Staff Recommendation:** To approve the Resolution in the form presented

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** Not to exceed \$25,000.00

**Funding Source:** Undefined

**Background/Findings/Facts:** During the Council Retreat on March 2, 2022, the City Council directed City staff to contact the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. – relative to evaluating potential renovations, upgrades and/or repairs to the Selah Civic Center. A three-page draft task order – labeled as Task Order No. 2022-04 – is submitted herewith. If approved by the City Council and entered into by the City, it will govern this evaluation project. HLA will charge the City via a time-spent basis at the normal hourly billing rates established by the General Agreement between the City and HLA, and the total costs will not exceed \$25,000.00.

**Recommended Motion:** I move to approve the Resolution in the form presented

*Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).*

**Date:**

**Action Taken:**

03/02/2022

City Council Retreat: City Administrator directed to bring back Task Order/Contract for Civic Center Update Plan.

RESOLUTION NO. 2421

RESOLUTION AUTHORIZING THE MAYOR TO SIGN TASK ORDER NO. 2022-04 WITH  
HLA ENGINEERING AND LAND SURVEYING, INC., FOR EVALUATION OF  
POTENTIAL UPGRADES TO THE SELAH CIVIC CENTER

WHEREAS, during the Council Retreat on March 2, 2022, the City Council directed City staff to contact the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. – relative to evaluating potential renovations, upgrades and/or repairs to the Selah Civic Center; and

WHEREAS, a three-page Task Order – labeled as Task Order No. 2022-04 – has been prepared, and it specifies the scope of this evaluation project and caps the total potential costs as not exceeding \$25,000.00; and


WHEREAS, the terms of such Task Order are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it on behalf of the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign Task Order No. 2022-004 with HLA Engineering and Land Surveying, Inc., to evaluate potential renovations, upgrades and/or repairs to the Selah Civic Center.

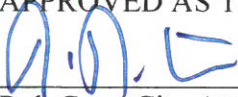
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 24<sup>th</sup> day of May, 2022.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney

**From:** [Henne, Joe](#)  
**To:** [Peters, Jeff](#)  
**Cc:** [Wallace, Rocky](#); [Morales, Treesa](#)  
**Subject:** Civic Center Update  
**Date:** Wednesday, May 11, 2022 11:24:13 AM  
**Attachments:** [2022-05-11 Task Order 2022-04 Civic Center Evaluation.pdf](#)  
[image001.gif](#)  
[image002.png](#)

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Jeff: Please put this on the next council meeting.

Thanks

*Joe Henne*

City Administrator  
City of Selah  
115 West Naches Avenue  
Selah, WA 98942  
509-698-7326

**TASK ORDER NO. 2022-04**

REGARDING AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Selah Civic Center Evaluation**

HLA Project No. 22103E

The City of Selah (CITY) desires to evaluate the condition, accessibility, space use, and programming needs of the Selah Civic Center located at 216 S. 1st. Street, Selah, Washington.

To complete the evaluation, HLA Engineering and Land Surveying, Inc. (HLA), will be utilizing subconsultant services from BORArchitecture, PLLC (Subconsultant), as allowed under the terms of the General Services Agreement for Professional Services between the CITY and HLA.

It is understood the Scope of Services is subject to change based building condition, outcomes from CITY meetings, and/or unforeseen circumstances that arise as the evaluation proceeds. However, the CITY will be advised of changed conditions and neither HLA nor its subconsultants will proceed without further authorization from the CITY.

A written report and schematic level design drawings will be provided to the CITY as a deliverable of the Evaluation.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA and Subconsultant shall provide professional architectural and engineering review services for the Selah Civic Center Evaluation (PROJECT). HLA and Subconsultant services shall include evaluation of the following:

**1.0 Civic Center Evaluation**

**1.1 Front Entry Improvements**

- 1.1.1 Options for covering of exposed aggregate.
- 1.1.2 Review of alternatives for new canopy.
- 1.1.3 Accessibility and exiting.

**1.2 Roof**

- 1.2.1 Identify, determine cause, and propose repairs for existing roof leaks.

**1.3 Back Restrooms**

- 1.3.1 Addition of single shower room(s).

**1.4 Stage**

- 1.4.1 Review need and use with staff.
- 1.4.2 Portable stage.

**1.5 Food Bank Room**

- 1.5.1 Repurpose space.



- 1.6 Senior Room
  - 1.6.1 Access to activity area, function, and use.
- 1.7 Legion Room
  - 1.7.1 Access to lobby, activity hall, and main restrooms.
  - 1.7.2 Warped flooring.
  - 1.7.3 Accordion doors and coordination with Legion Room.
- 1.8 Accessibility
  - 1.8.1 Compliance with CITY's building department.
  - 1.8.2 Exits on north side of building.
  - 1.8.3 Kitchen and sinks.
- 1.9 Expansion
  - 1.9.1 Need and alternatives for expansion.
- 1.10 Kitchen
  - 1.10.1 Ice machine location.
  - 1.10.2 Refrigerator and freezer locations.
- 1.11 Main Activity Hall
  - 1.11.1 Wood shingle overbuild removal.
  - 1.11.2 Audio and sound system.
- 1.12 Offices
  - 1.12.1 Expansion and function.
  - 1.12.2 Staircase coordination.
- 1.13 Deliverables
  - 1.13.1 Up to three (3) on-site meetings with Civic Center and CITY staff.
  - 1.13.2 Written Report/Summary.
  - 1.13.3 Schematic level design drawings (not for construction).
  - 1.13.4 Select area layout options.
  - 1.13.5 Exterior elevation of front entry.
  - 1.13.6 Square foot cost estimates.
  - 1.13.7 As-built floor plans.

## **2.0 Additional Services**

Provide professional services for additional work requested by the CITY that is not included in this Task Order.

## **3.0 Items to be Furnished and Responsibility of the CITY**

The CITY will provide or perform the following:

- 3.1 Provide full information as to CITY requirements of the PROJECT.
- 3.2 Provide access to Civic Center Building for measurements and evaluation.

- 3.3 Provide all available information pertinent to the site of the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the PROJECT.
- 3.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA or BORA and provide written decisions within a reasonable time as not to delay the work of HLA or BORA.
- 3.5 Obtain approval of all governmental authorities with jurisdiction over the PROJECT and such approvals and consents from other individuals or bodies as necessary for completion of the PROJECT.

**TIME OF PERFORMANCE:**

All work for this evaluation shall be completed within ninety (90) days from HLA's receipt of signed Task Order and notice to proceed from the CITY.

**FEE FOR SERVICE:**

**1.0 Civic Center Evaluation**

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, including reimbursement for non-salary expenses for a not to exceed fee of \$25,000, unless otherwise approved by the City.

**2.0 Additional Services**

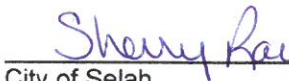
Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA shall perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, out-of-town travel costs, and outside consultants.

**Proposed:**

  
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

5/11/2022  
Date

**Approved:**

  
\_\_\_\_\_  
City of Selah  
Sherry Raymond, Mayor

5-25-22  
Date

# COUNCIL ROLL CALL LIST

Meeting Date: May 24 - 2022

YES	ATTENDANCE	NO
<input checked="" type="checkbox"/>	Kevin Wickenhagen	
<input checked="" type="checkbox"/>	<del>Jared Iverson</del>	
<input checked="" type="checkbox"/>	Elizabeth Marquis	
<input checked="" type="checkbox"/>	Clifford Peterson	
<input checked="" type="checkbox"/>	Roger Bell	
<input checked="" type="checkbox"/>	<del>Michael Costello</del>	
<input checked="" type="checkbox"/>	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS: <u>N-1</u>	NO
<input checked="" type="checkbox"/>	Kevin Wickenhagen	
<input checked="" type="checkbox"/>	<del>Jared Iverson</del>	
<input checked="" type="checkbox"/>	Elizabeth Marquis	
<input checked="" type="checkbox"/>	Clifford Peterson	
<input checked="" type="checkbox"/>	Roger Bell	
<input checked="" type="checkbox"/>	<del>Michael Costello</del>	
<input checked="" type="checkbox"/>	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
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	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

UNKNOWN.

**DATE:** MAY 24, 2022

[illegible]