

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. July 27, 2023

MEETING TO BE HELD IN-PERSON & REMOTELY
ZOOM WEBINAR LINK: <https://zoom.us/j/97859681042>
ZOOM DIAL-IN: +1-253-215-8782
WEBINAR ID: 978 5968 1042

Council Workshop: August 17, 2023 6:00PM – 8:00 PM Code Enforcement-Current Issues, Staffing Needs and Potential Work Plan

CALL TO ORDER:

MINUTES: [City Council Meeting July 13, 2023](#)

AUDIT OF BILLS:

PUBLIC COMMENTS:

MAYOR'S UPDATE:

COUNCIL COMMENTS:

COMMITTEE & BOARD REPORTS:

OFFICER'S REPORTS:

PROCLAMATIONS:

PRESENTATIONS:

CONSENT AGENDA:

OLD BUSINESS:

INTRODUCTION/DISCUSSION:

ACTION ITEMS:

- 1) [Amendment of BMC Ch. 2.60](#)
- 2) [Appointments to the 2024 Lodging Tax Advisory Committee](#)
- 3) [Bid and Contract Award – Monroe St. Sidewalks](#)
- 4) [Franchise with Waste Management for solid Waste and Recycling Services](#)

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

1) AUDIT & FINANCE COMMITTEE: **Thursday July 27, 2023 4:00 PM**
Burlington City Hall Room #132

ADMINISTRATOR'S REPORT

City Administrator's Report

City Council Meeting of July 27, 2023

Greetings All

We have another somewhat light agenda for Thursday night – let's see if we can break our recent record on quick adjournment. Interestingly, all of the items on the agenda for this evening are Action Items so we will have a few Motions to execute.

In your packets you will find the Thru-June Financials – as has been the case, we continue to move through the year as expected – the summer is when we expend certain line items more than others as we spend monies on additional summer activities across many departments. Overall however, we see strong revenues and expenditures in-line with expectations.

On our agenda you will see an Ordinance related to the authorized “depositories” – that is, the banking institutions into which we can rightfully deposit our money. We are required to list the specific institutions and as you can see from the revised Ordinance, there has been some changes in the banking world. This Ordinance will bring us back in-line with the realities of the modern financial universe.

After this you will be asked to appoint a new member to the Lodging Tax Advisory Committee. By State law we are required to have this Committee who reviews and recommends the specific Lodging Tax Grants we award each year to support and encourage out-of-town visitation – thus triggering increased economic activity. The membership on the Committee is also spelled out in State law – not surprisingly, it requires that many of the members on the Committee to come from the very businesses that generate the Hotel/Motel taxes.

Following this we will review and ask you to approve the bids for repairs and reconstruction of sidewalks over on Monroe Street. The street trees that were planted were not the right variety and over time they have undermined the integrity of the sidewalk and in certain locations, have heaved the sidewalk upwards causing a hazard to the public who use the sidewalks. We will be removing the offending trees, rebuilding the sidewalk and replanting trees behind the sidewalk using the correct type of trees. It is also hoped that we will plant additional trees on the other side of the street which over time will provide a good amount of canopy cover for this neighborhood.

Lastly, we are working on the renewal of the Waste Management Franchise Agreement which recently expired. We anticipate the new Agreement being in your packets. Waste Management will continue to pay the City an annual Franchise Fee which is based on their revenues – as they increase over time (nothing ever seems to go down), our Franchise Fee payments also increase.

Well, that is all for now – I hope everyone is enjoying their Summer – see you at our regular 7PM start time Thursday.



FUTURE COUNCIL AGENDA

August 10, 2023 Council Meeting

2nd Quarter Report from the First Step Center

Update for the Fire Hall Remodel

Presentation – Wastewater Comprehensive Plan

Discussion – Boerner Park User Survey Results

Contract Approval - Maiben Park Conceptual Design Project

Burlington Arts Commission – Selection of Members

Funding Interlocal Agreement for Skagit Drug Task Force

August 17, 2023 Council WORKSHOP

Code Enforcement – Current Issues, Staffing Needs and Potential Work Plan

August 24, 2023 Council Meeting

Presentation – Thru July Financial Results

Presentation – Approach to 2024 City Budget Development

Contract Approval - Pre-Design Architectural Services for Parks and Recreation Building

Update on Maiben Park Conceptual Design Project

Rescinding/Expiration of Large Parcel Development/Redevelopment Moratorium



September 14, 2023 Council Meeting

2024 Budget Development -

Update for the Fire Hall Remodel

1590 Monies – Annual Grant Award Process - Discussion

September 28, 2023 Council Meeting

2024 Budget Development -

Presentation - Thru-August Financial Results

1590 Monies – Annual Grant Award Process - Action

October 12, 2023 Council Meeting

2024 Budget Development -

Update for the Fire Hall Remodel

October 26, 2023 Council Meeting

2024 Budget Development -

Presentation – Thu September Financial Results

July 2023

July 2023							August 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4 6:00pm Library Board (Library Meeting Room)	5	6	7	8
9	10	11 2:00pm Historical Preservation Board 4:00pm Public Safety 5:30pm Parks Board	12	13 4:00pm Audit & Finance Committee (Room) 7:00pm Council Meeting (Council Chambers)	14	15
16	17	18 4:00pm Public Works Committee (Telephonic)	19 1:00pm SKAT Board (Burlington City Hall) 5:30pm Planning Commission (Council)	20	21	22
23	24	25	26	27 4:00pm Audit & Finance (Room 132) 7:00pm Council Meeting (Council Chambers)	28	29
30	31	Aug 1	2	3	4	5

August 2023

August 2023							September 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	15	16
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1 6:00pm Library Board (Library Meeting Room)	2	3	4	5
6	7	8 4:00pm Public Safety Committee (via Zoom) 5:30pm Parks Board (Zoom)	9	10 4:00pm Audit & Finance Committee (Room 132) 7:00pm Council Meeting (Council Chambers)	11	12
13	14	15 4:00pm Public Works Committee (Telephonic)	16 1:00pm SKAT Board (Burlington City Hall) 5:30pm Planning Commission (Council Chambers)	17 6:00pm Workshop- Code Enforcement-Current Issues, Staffing Needs and Potential Work	18	19
20	21	22	23	24 4:00pm Audit & Finance (Room 132) 7:00pm Council Meeting (Council Chambers)	25	26
27	28	29	30	31	Sep 1	2

Monthly Budget to Actual

Year-to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End June 30, 2023

	<i>Full-year Budget</i>				
General Fund (#001)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$6,210,509	\$8,402,380	\$8,556,024		
<i>Revenues</i>	\$8,949,993	\$17,980,113	\$9,600,696	53.40%	50.00%
<i>Expense</i>	\$8,938,997	\$20,107,748	\$9,199,324	45.75%	50.00%
Ending Cash	\$6,221,505	\$6,274,744	\$8,957,395		
City Street Fund (#101)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$293,550	\$200,000	\$203,721		
<i>Revenues</i>	\$349,811	\$955,675	\$466,928	48.86%	50.00%
<i>Expense</i>	\$408,357	\$1,055,815	\$465,545	44.09%	50.00%
Ending Cash	\$235,004	\$99,860	\$205,104		
Arterial Street Fund (#102)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$200,000	\$288,000	\$99,481		
<i>Revenues</i>	\$989,936	\$5,605,340	\$164,215	2.93%	50.00%
<i>Expense</i>	\$1,261,033	\$4,918,000	\$146,144	2.97%	50.00%
Ending Cash	(\$71,097)	\$975,340	\$117,551		
First Step Operating (#103)(2021)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$61,717	\$83,704	\$58,908		
<i>Revenues</i>	\$31,509	\$80,000	\$31,512	39.39%	50.00%
<i>Expense</i>	\$31,713	\$80,000	\$74,194	92.74%	50.00%
Ending Cash	\$61,512	\$83,704	\$16,226		
1590 Fund (#104)(2022)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$0	\$863,728	\$932,560		
<i>Revenues</i>	\$355,858	\$1,100,000	\$575,600	52.33%	50.00%
<i>Expense</i>	\$1,355	\$1,100,000	\$0	0.00%	50.00%
Ending Cash	\$354,503	\$863,728	\$1,508,159		
Fiber Fund (#105)(2021)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$194,325	\$295,519	\$281,059		
<i>Revenues</i>	\$65,653	\$225,000	\$46,548	20.69%	50.00%
<i>Expense</i>	\$1,782	\$242,740	\$18,496	7.62%	50.00%
Ending Cash	\$258,197	\$277,779	\$309,112		
Cemetery Fund (#116)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$40,166	\$55,625	\$60,777		
<i>Revenues</i>	\$65,477	\$101,342	\$55,175	54.44%	50.00%
<i>Expense</i>	\$51,522	\$101,368	\$53,596	52.87%	50.00%
Ending Cash	\$54,120	\$55,599	\$62,357		
Substance Abuse (#119)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$26,606	\$26,877	\$24,975		
<i>Revenues</i>	\$102	\$0	\$20,013	#DIV/0!	50.00%
<i>Expense</i>	\$0	\$10,350	\$3,984	38.49%	50.00%
Ending Cash	\$26,709	\$16,527	\$41,004		
Fire/EMS (#150)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$420,222	\$963,744	\$548,343		
<i>Revenues</i>	\$3,309,213	\$4,823,956	\$3,030,888	62.83%	50.00%
<i>Expense</i>	\$2,809,858	\$5,678,889	\$2,952,449	51.99%	50.00%
Ending Cash	\$919,578	\$108,811	\$626,782		

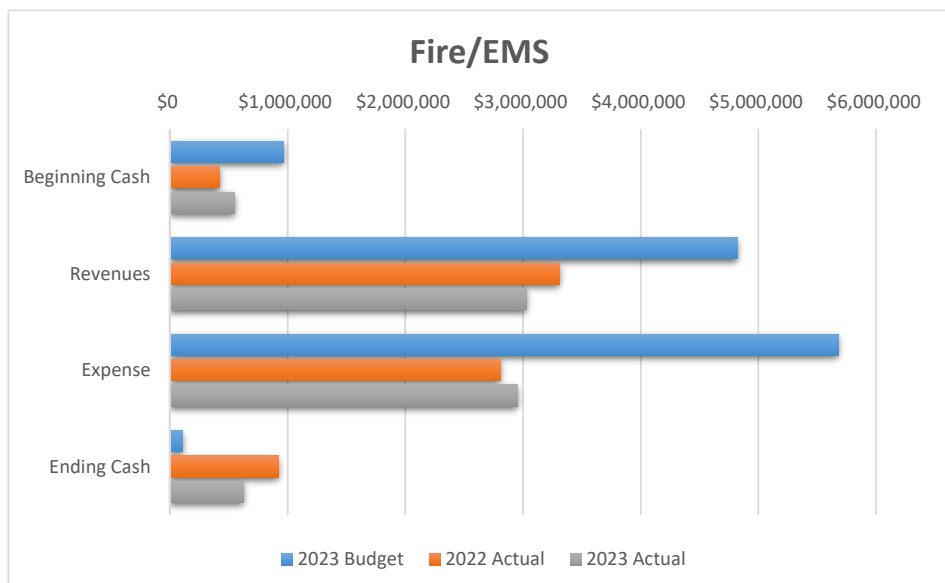
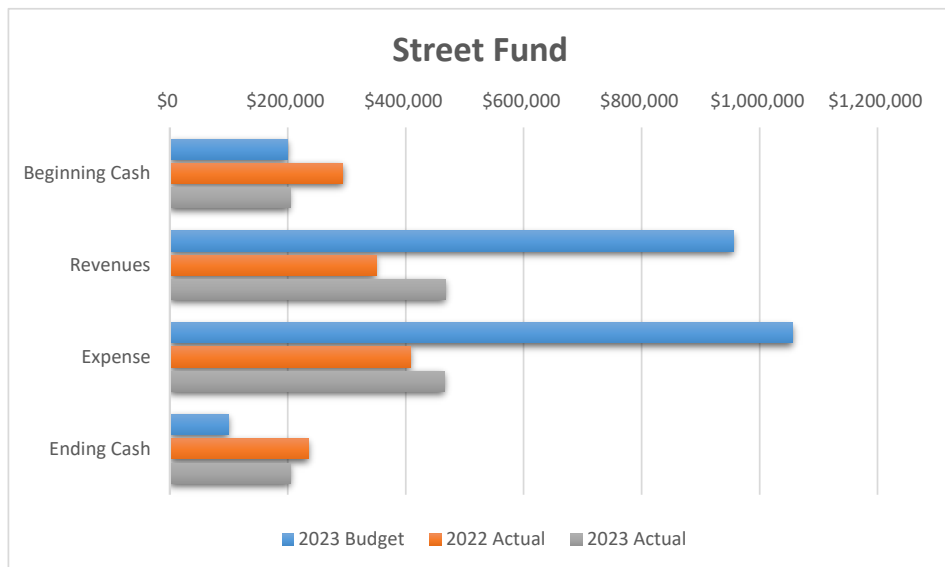
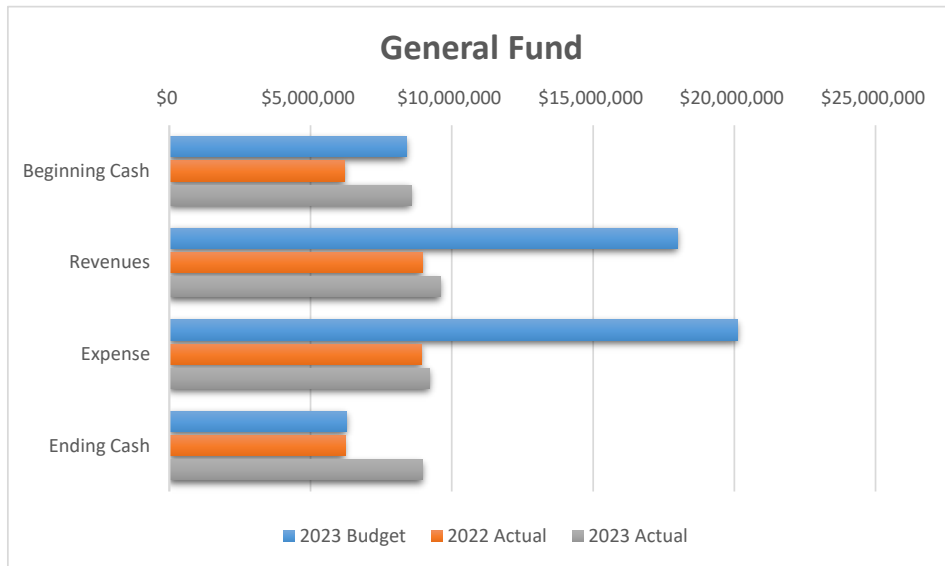
Year-to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End June 30, 2023

Lodging Tax (#197)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$584,539	\$813,151	\$722,720		
Revenues	\$221,509	\$455,000	\$258,826	56.88%	50.00%
Expense	\$116,853	\$609,100	\$143,538	23.57%	50.00%
Ending Cash	\$689,195	\$659,051	\$838,008		
Debt Service Fund (#201)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$215,900	\$298,370	\$193,490		
Revenues	\$145,921	\$314,980	\$160,070	50.82%	50.00%
Expense	\$157,490	\$314,980	\$164,529	52.23%	50.00%
Ending Cash	\$204,331	\$298,370	\$189,031		
General Reserve (#300)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$519,321	\$550,753	\$688,210		
Revenues	\$116,216	\$894,500	\$463,460	51.81%	50.00%
Expense	\$70,954	\$860,000	\$31,342	3.64%	50.00%
Ending Cash	\$564,584	\$585,253	\$1,120,328		
Local Capital Improvement (#301)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$2,093,048	\$2,471,272	\$1,901,399		
Revenues	\$826,850	\$1,919,000	\$285,953	14.90%	50.00%
Expense	\$478,607	\$3,704,750	\$1,014,355	27.38%	50.00%
Ending Cash	\$2,441,291	\$685,522	\$1,172,997		
First Step Center Construction (#303)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$403,182	\$0	\$11,728		
Revenues	\$2,461	\$0	\$252	#DIV/0!	50.00%
Expense	\$31,713	\$0	\$1,553	#DIV/0!	50.00%
Ending Cash	\$373,930	\$0	\$10,427		
Parks Capital Improvement (#311)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$2,053,227	\$2,578,356	\$2,554,729		
Revenues	\$436,495	\$493,000	\$358,035	72.62%	50.00%
Expense	\$79,865	\$1,928,416	\$204,340	10.60%	50.00%
Ending Cash	\$2,409,857	\$1,142,940	\$2,708,424		
Sewer Fund (#401)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,813,418	\$2,406,502	\$2,612,427		
Revenues	\$2,265,354	\$4,327,000	\$2,191,816	50.65%	50.00%
Expense	\$1,880,066	\$4,120,090	\$1,998,789	48.51%	50.00%
Ending Cash	\$2,198,705	\$2,613,412	\$2,805,454		
Sewer Capital Reserve (#402)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$5,183,215	\$5,651,927	\$6,236,638		
Revenues	\$822,561	\$1,595,000	\$861,353	54.00%	50.00%
Expense	\$117,037	\$1,010,000	\$213,891	21.18%	50.00%
Ending Cash	\$5,888,739	\$6,236,927	\$6,884,100		

Year-to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End June 30, 2023

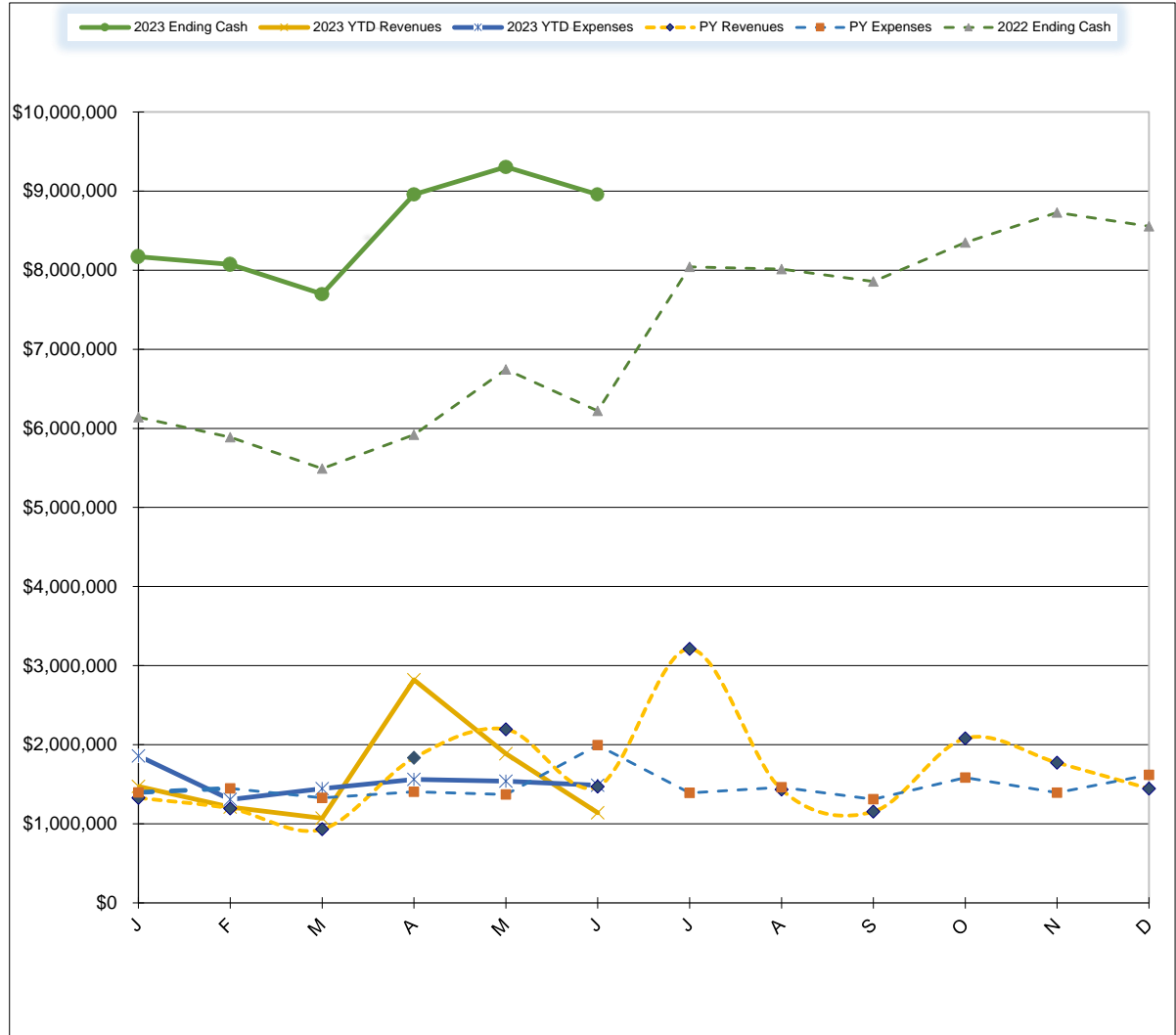
Storm Drain Fund (#425)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,835,400	\$1,855,260	\$2,030,783		
<i>Revenues</i>	\$ 659,450.74	\$1,347,000	\$731,518	54.31%	50.00%
<i>Expense</i>	\$ 630,386.38	\$1,642,865	\$745,099	45.35%	50.00%
Ending Cash	\$1,864,465	\$1,559,395	\$2,017,202		
Storm Capital Reserve (#426)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,576,895	\$1,844,165	\$1,845,088		
<i>Revenues</i>	\$ 131,318.46	\$263,000	\$144,811	55.06%	50.00%
<i>Expense</i>	\$ -	\$220,000	\$0	0.00%	50.00%
Ending Cash	\$1,708,214	\$1,887,165	\$1,989,899		
ER&R Fund (#501)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,911,128	\$2,631,030	\$2,466,195		
<i>Revenues</i>	\$ 390,812.99	\$720,670	\$377,565	52.39%	50.00%
<i>Expense</i>	\$ 46,352.51	\$699,221	\$471,841	67.48%	50.00%
Ending Cash	\$2,255,589	\$2,652,479	\$2,371,919		
CR&R Fund (#502)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$244,914	\$368,567	\$340,846		
<i>Revenues</i>	\$ 97,778.85	\$202,333	\$103,936	51.37%	50.00%
<i>Expense</i>	\$ 50,130.38	\$314,034	\$26,608	8.47%	50.00%
Ending Cash	\$292,562	\$256,866	\$418,174		
Cemetery Endowment Fund (#701)	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$376,153	\$380,000	\$382,622		
<i>Revenues</i>	\$ 2,714.20	\$4,200	\$4,512	107.42%	50.00%
<i>Expense</i>	\$0	\$0	\$0		
Ending Cash	\$378,867	\$384,200	\$387,134		
Total All Funds	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$26,257,437	\$33,028,930	\$32,752,722		
<i>Revenues</i>	\$20,236,994	\$43,407,110	\$19,933,682	45.92%	50.00%
<i>Expense</i>	\$17,164,071	\$48,718,367	\$17,929,618	36.80%	50.00%
Ending Cash	\$29,330,359	\$27,717,673	\$34,756,786		

Year-to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End June 30, 2023



Current Expense Fund
Actual Revenues, Expenses, Ending Cash
Through June 30, 2023

Month	PY Revenues	PY Expenses	PY Ending Cash
Jan-22	\$1,327,650	\$1,396,499	\$6,141,660
Feb-22	\$1,194,514	\$1,448,490	\$5,887,684
Mar-22	\$930,545	\$1,326,920	\$5,491,309
Apr-22	\$1,832,614	\$1,403,753	\$5,920,170
May-22	\$2,195,243	\$1,369,334	\$6,746,079
Jun-22	\$1,469,427	\$1,994,001	\$6,221,505
Jul-22	\$3,211,350	\$1,390,205	\$8,042,651
Aug-22	\$1,432,079	\$1,462,739	\$8,011,990
Sep-22	\$1,154,230	\$1,309,687	\$7,856,533
Oct-22	\$2,079,859	\$1,585,653	\$8,350,739
Nov-22	\$1,772,252	\$1,393,994	\$8,728,998
Dec-22	\$1,444,654	\$1,617,628	\$8,556,024
Jan-23	\$1,472,100	\$1,859,159	\$8,168,965
Feb-23	\$1,212,139	\$1,306,928	\$8,074,176
Mar-23	\$1,070,219	\$1,445,842	\$7,698,554
Apr-23	\$2,820,447	\$1,562,528	\$8,956,473
May-23	\$1,886,762	\$1,537,592	\$9,305,644
Jun-23	\$1,139,028	\$1,487,276	\$8,957,395
Jul-23			
Aug-23			
Sep-23			
Oct-23			
Nov-23			
Dec-23			
Total:	\$9,600,696	\$9,199,324	\$8,957,395



General Property Tax													
	2019	2020	2021	2022	2023	3 Yr Avg		2019	2020	2021	2022	2023	3 Yr Avg
Jan	\$6,832	\$18,262	\$5,333	\$13,116	\$29,001	\$12,237	Jan	0.26%	0.66%	0.19%	0.46%	1.76%	0.44%
Feb	\$4,508	\$9,422	\$3,348	\$3,978	\$1,721	\$5,583	Feb	0.43%	1.00%	0.31%	0.60%	1.87%	0.64%
Mar	\$36,408	\$35,208	-\$1,155	\$9,457	\$8,789	\$14,503	Mar	1.81%	2.27%	0.27%	0.92%	2.40%	1.16%
April	\$132,723	\$672,320	\$618,516	\$597,561	\$962,687	\$629,466	April	6.83%	26.54%	22.45%	21.74%	60.94%	23.58%
May	\$1,263,875	\$687,201	\$874,745	\$944,346	\$610,532	\$835,431	May	54.67%	51.36%	53.82%	54.64%	98.07%	53.27%
June	\$9,002	\$37,000	\$15,573	\$18,971	\$31,753	\$23,848	June	55.01%	52.69%	54.38%	55.30%	100.00%	54.12%
July	\$6,342	\$36,558	\$43,050	\$9,413		\$29,674	July	55.25%	54.01%	55.92%	55.63%	100.00%	55.19%
Aug	\$8,237	\$35,496	\$6,226	\$7,963		\$16,562	Aug	55.56%	55.29%	56.14%	55.90%	100.00%	55.78%
Sept	\$10,017	\$37,513	\$9,989	\$5,102		\$17,535	Sept	55.94%	56.65%	56.50%	56.08%	100.00%	56.41%
Oct	\$407,345	\$598,918	\$622,470	\$663,525		\$628,304	Oct	71.36%	78.27%	78.83%	79.20%	100.00%	78.76%
Nov	\$745,780	\$582,824	\$576,204	\$583,131		\$580,720	Nov	99.58%	99.31%	99.49%	99.51%	100.00%	99.44%
Dec	\$11,056	\$19,021	\$14,263	\$14,031		\$15,772	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$2,642,126	\$2,769,744	\$2,788,562	\$2,870,593	\$1,644,483								

Retail Sales and Use Tax													
	2019	2020	2021	2022	2023	3 Yr Avg		2019	2020	2021	2022	2023	3 Yr Avg
Jan	\$687,646	\$751,153	\$758,870	\$785,734	\$829,590	\$765,252	Jan	8.09%	8.39%	7.32%	7.54%	15.93%	7.75%
Feb	\$803,354	\$907,151	\$929,729	\$923,445	\$954,450	\$920,108	Feb	17.54%	18.53%	16.29%	16.40%	34.25%	17.07%
Mar	\$574,260	\$644,953	\$748,607	\$747,600	\$783,869	\$713,720	Mar	24.29%	25.73%	23.51%	23.57%	49.30%	24.27%
April	\$541,944	\$635,221	\$713,118	\$758,315	\$781,301	\$702,218	April	30.66%	32.83%	30.39%	30.85%	64.30%	31.36%
May	\$740,262	\$534,625	\$954,602	\$912,058	\$982,224	\$800,428	May	39.37%	38.80%	39.60%	39.60%	83.16%	39.33%
June	\$700,706	\$554,022	\$910,213	\$888,454	\$877,192	\$784,229	June	47.61%	44.99%	48.38%	48.12%	100.00%	47.16%
July	\$722,174	\$795,240	\$876,962	\$850,820		\$841,007	July	56.10%	53.88%	56.84%	56.28%	100.00%	55.67%
Aug	\$807,040	\$806,478	\$906,241	\$900,981		\$871,234	Aug	65.59%	62.89%	65.58%	64.93%	100.00%	64.47%
Sept	\$769,758	\$866,051	\$996,100	\$965,744		\$942,632	Sept	74.65%	72.56%	75.19%	74.19%	100.00%	73.98%
Oct	\$734,277	\$856,621	\$880,585	\$899,482		\$878,896	Oct	83.28%	82.14%	83.69%	82.82%	100.00%	82.88%
Nov	\$672,390	\$811,668	\$865,273	\$932,931		\$869,957	Nov	91.19%	91.20%	92.03%	91.77%	100.00%	91.67%
Dec	\$749,106	\$787,289	\$825,799	\$857,806		\$823,631	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$8,502,917	\$8,950,472	\$10,366,099	\$10,423,371	\$5,208,625								

Business and Occupation Taxes													
	2019	2020	2021	2022	2023	3 Yr Avg		2019	2020	2021	2022	2023	3 Yr Avg
Jan	\$128,920	\$28,475	\$286,680	\$298,532	\$381,035	\$204,562	Jan	19.07%	4.22%	11.73%	12.94%	31.33%	9.63%
Feb	\$30,103	\$128,019	\$161,142	\$170,781	\$134,344	\$153,314	Feb	23.53%	23.21%	18.32%	20.34%	42.37%	20.62%
Mar	\$14,735	\$11,567	\$156,941	\$68,163	\$79,308	\$78,891	Mar	25.71%	24.92%	24.75%	23.30%	48.89%	24.32%
April	\$168,200	\$163,665	\$414,378	\$302,933	\$513,158	\$293,658	April	50.59%	49.19%	41.70%	36.43%	91.08%	42.44%
May	\$13,552	\$13,848	\$36,167	\$255,648	\$17,869	\$101,888	May	52.60%	51.24%	43.18%	47.51%	92.55%	47.31%
June	\$12,626	\$11,824	\$141,378	\$77,775	\$90,581	\$76,993	June	54.47%	53.00%	48.97%	50.88%	100.00%	50.95%
July	\$133,751	\$121,011	\$341,876	\$198,091		\$220,326	July	74.26%	70.94%	62.96%	59.47%	100.00%	64.45%
Aug	\$13,590	\$12,609	\$89,122	\$330,252		\$143,994	Aug	76.27%	72.81%	66.60%	73.78%	100.00%	71.07%
Sept	\$13,218	\$10,035	\$81,331	\$82,281		\$57,882	Sept	78.22%	74.30%	69.93%	77.35%	100.00%	73.86%
Oct	\$120,386	\$153,068	\$332,150	\$347,981		\$277,733	Oct	96.03%	96.99%	83.52%	92.43%	100.00%	90.98%
Nov	\$13,144	\$11,403	\$162,597	\$105,637		\$93,212	Nov	97.98%	98.69%	90.18%	97.01%	100.00%	95.29%
Dec	\$13,671	\$8,866	\$240,100	\$68,919		\$105,961	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$675,895	\$674,391	\$2,443,862	\$2,306,992	\$1,216,295								

Excise Tax													
	2019	2020	2021	2022	2023	3 Yr Avg		2019	2020	2021	2022	2023	3 Yr Avg
Jan	\$0	\$0	\$0	\$0	\$0	\$0	Jan	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Feb	\$634	\$1,748	\$803	\$446	\$395	\$999	Feb	12.51%	22.78%	11.92%	24.27%	49.57%	19.66%
Mar	\$0	\$0	\$0	\$0	\$1	\$0	Mar	12.51%	22.78%	11.92%	24.28%	49.66%	19.66%
April	\$54	\$0	\$1,280	\$71	\$71	\$450	April	13.57%	22.78%	30.92%	28.12%	58.52%	27.27%
May	\$0	\$0	\$0	\$350	\$330	\$117	May	13.57%	22.78%	30.92%	47.18%	99.90%	33.63%
June	\$1,397	\$1,578	\$2,064	\$0	\$1	\$1,214	June	41.12%	43.34%	61.55%	47.19%	100.00%	50.69%
July	\$0	\$0	\$0	\$71		\$24	July	41.12%	43.34%	61.55%	51.03%	100.00%	51.97%
Aug	\$1,196	\$1,869	\$1,922	\$371		\$1,387	Aug	64.72%	67.69%	90.08%	71.20%	100.00%	76.32%
Sept	\$0	\$0	\$1	\$0		\$0	Sept	64.72%	67.69%	90.09%	71.22%	100.00%	76.33%
Oct	\$72	\$774	\$246	\$0		\$340	Oct	66.15%	77.78%	93.75%	71.22%	100.00%	80.91%
Nov	\$0	\$0	\$421	\$528		\$316	Nov	66.15%	77.78%	100.00%	99.95%	100.00%	92.58%
Dec	\$1,716	\$1,706	\$0	\$1		\$569	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$5,069	\$7,674	\$6,737	\$1,838	\$797								

Other Taxes													
	2019	2020	2021	2022	2023	3 Yr Avg		2019	2020	2021	2022	2023	3 Yr Avg
Jan	\$1,079	\$0	\$0	\$23,050	\$11,647	\$7,683	Jan	0.78%	0.00%	0.00%	25.62%	62.39%	8.54%
Feb	\$36,572	\$38,738	\$1,718	\$0	\$0	\$13,485	Feb	27.28%	63.71%	5.02%	25.62%	62.39%	31.45%
Mar	\$0	\$0	\$0	\$0	\$0	\$0	Mar	27.28%	63.71%	5.02%	25.62%	62.39%	31.45%
April	\$1,414	\$0	\$4,725	\$15,491	\$3,639	\$6,739	April	28.31%	63.71%	18.84%	42.84%	81.88%	41.80%
May	\$27,651	\$22,061	\$0	\$2,955	\$3,383	\$8,339	May	48.35%	100.00%	18.84%	46.13%	100.00%	54.99%
June	\$0	\$0	\$0	\$0	\$0	\$0	June	48.35%	100.00%	18.84%	46.13%	100.00%	54.99%
July	\$917	\$0	\$11,519	\$0		\$3,840	July	49.01%	100.00%	52.53%	46.13%	100.00%	66.22%
Aug	\$37,556	\$0	\$1,027	\$28,301		\$9,776	Aug	76.22%	100.00%	55.54%	77.58%	100.00%	77.71%
Sept	\$0	\$0	\$0	\$0		\$0	Sept	76.22%	100.00%	55.54%	77.58%	100.00%	77.71%
Oct	\$978	\$0	\$14,005	\$1,527		\$5,177	Oct	76.93%	100.00%	96.50%	79.28%	100.00%	91.93%
Nov	\$31,831	\$0	\$1,198	\$18,638		\$6,612	Nov	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Dec	\$0	\$0	\$0	\$0		\$0	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$137,998	\$60,799	\$34,191	\$89,963	\$18,669								

Total Taxes All Sources													
	2019	2020	2021	2022	2023	3 Yr Avg		2019	2020	2021	2022	2023	3 Yr Avg
Jan	\$824,476	\$797,890	\$1,050,883	\$1,120,431	\$1,251,272	\$989,735	Jan	6.89%	6.40%	6.72%	7.14%	15.47%	6.75%
Feb	\$875,171	\$1,085,078	\$1,096,740	\$1,098,650	\$1,090,911	\$1,093,490	Feb	14.21%	15.11%	13.73%	14.14%	28.96%	14.33%
Mar	\$625,403	\$691,728	\$904,393	\$825,220	\$871,966	\$807,114	Mar	19.43%	20.66%	19.51%	19.40%	39.74%	19.86%
April	\$844,334	\$1,471,206	\$1,752,016	\$1,674,370	\$2,260,856	\$1,632,531	April	26.49%	32.46%	30.72%	30.07%	67.69%	31.08%
May	\$2,045,340	\$1,257,735	\$1,865,513	\$2,115,358	\$1,614,338	\$1,746,202	May	43.59%	42.55%	42.65%	43.55%	87.64%	42.92%
June	\$723,730	\$604,424	\$1,069,228	\$985,200	\$999,527	\$886,284	June	49.64%	47.40%	49.48%	49.83%	100.00%	48.90%
July	\$863,184	\$952,810	\$1,273,407	\$1,058,395	\$0	\$1,094,871	July	56.85%	55.05%	57.62%	56.57%	100.00%	56.42%
Aug	\$867,620	\$856,453	\$1,004,538	\$1,267,868	\$0	\$1,042,953	Aug	64.10%	61.92%	64.05%	64.65%	100.00%	63.54%
Sept	\$792,993	\$913,599	\$1,087,420	\$1,053,128	\$0	\$1,018,049	Sept	70.73%	69.25%	71.00%	71.36%	100.00%	70.54%
Oct	\$1,263,058	\$1,609,381	\$1,849,456	\$1,912,515	\$0	\$1,790,451	Oct	81.29%	82.17%	82.83%	83.55%	100.00%	82.85%
Nov	\$1,463,146	\$1,405,895	\$1,605,693	\$1,640,865	\$0	\$1,550,818	Nov	93.52%	93.45%	93.09%	94.01%	100.00%	93.51%
Dec	\$775,549	\$816,882	\$1,080,162	\$940,756	\$0	\$945,933	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total:	\$11,964,005	\$12,463,081	\$15,639,450	\$15,692,757	\$8,088,870								

MINUTES

July 13, 2023

Mayor Steve Sexton called the City Council Meeting to order at 7:00 p.m. with the Pledge of Allegiance. **Councilmembers present:** Bill Aslett, Keith Chaplin, Anna Chotzen, Joe DeGloria, Scott Green, James Stavig, and Jamie Weiss. **Staff present:** Leif Johnson, Mike Luvera, Marv Pulst, Sarah Ward, and Greg Young.

MINUTES:

A motion was made by **Councilors Green/Aslett** to approve the June 22, 2023 minutes. All in favor; motion carried.

AUDIT OF BILLS:

Councilor Scott Green updated Council on the Audit & Finance meeting. Expenses of note include: \$38K to Dimensional Communication for A/V in Court Room, \$30K to Systems Design for Consulting Services, and \$15K for final BDD Fireworks payment.

A motion was made by **Councilors Green/DeGloria** to approve Accounts Payable invoices to be paid as of July 13, 2023, in the amount of \$462,278.18; and June 2023 Electronic AP \$32,778.93; and Payroll Expenses for Pay Period ending June 30, 2023 in the amount of \$649,729.61. All in favor; motion carried.

PUBLIC COMMENTS:

No Public Comments.

Members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, ATTN: Greg Young, or by email to badministration@burlingtonwa.gov. Contact information for all the City Departments is available at www.burlingtonwa.gov.

MAYOR'S UPDATE:

Mayor Sexton announced the upcoming PSE tour of the upriver dam on Thursday July 27, 2023 and encouraged Councilmembers to contact Kelly Blaine if interested in joining the tour. **City Administrator Greg Young** added that tours of Judy Reservoir were also available, with details available online from PUD. **Mayor Sexton** noted an upcoming Press Release per request from the new owner of the Cascade Mall to be organized by the City of Burlington.

COUNCIL COMMENTS:

Councilor Bill Aslett shared his jury duty experience, informing Council of a cancelled trial on account of both parties finding resolution outside of Court. **Aslett** commented on the new Parks

July 13, 2023

irrigation system efficiency and was pleased with the outcome of the City's newly purchased and installed product.

Councilor Joe DeGloria noted the success of the Firecracker Tournament and the ease of exiting Skagit River Park. **DeGloria** thanked the Parks Department and City Staff for their great organization.

Councilor Keith Chaplin commented on the maintenance of City Streets looking good.

Councilor Anna Chotzen appreciated the new hanging flower baskets throughout town that also feature a self-contained watering system and could be reused in future seasons.

COMMITTEE & BOARD REPORTS:

Councilor Anna Chotzen gave a Public Safety meeting report wherein the PD hired 2 new lateral Police Officers joining the force from Tulalip & Bellingham, there was a Press Release discussed by the board that highlighted the hiring & retention challenges facing Public Safety departments across the state, crime rates are up in Burlington, and the City of Burlington has some of the highest numbers relative to neighboring areas. **Chotzen** thanked Chief Luvera and the Police Department for their work. **Councilor Chaplin** noted the unique PD staffing needs for the City with a population of 9K but with a daytime population of 40K-50K as people come to Burlington for retail and commerce.

Councilor Jamie Weiss shared an update from the Parks & Rec Advisory Board meeting that primarily discussed the Capital Improvement Plan and the department's priorities. The discussion was the first of many reviews and focused on City staff recommendations for the department. **Library & Parks Director Sarah Ward** reported on receiving the RCO grant. Lastly, **Weiss** gave a brief update on the Boerner Park survey underway.

OFFICER'S REPORTS:

Police Chief Mike Luvera briefed Council on a Law Enforcement wellness grant that was submitted by the City of Burlington and included 10 other Police Departments. The project was awarded \$163K and offers specialized one-on-one coaching, counseling, mentorship and more by an organization that specializes in Public Safety.

July 13, 2023

Library & Parks Director Sarah Ward provided Council with an infographic of Department that gave a summer snapshot of the Summer Enrichment Services hosted at the Burlington Public Library, Senior Center, and through the Parks & Rec department.

Public Works Director Marv Pulst updated Council on the status of a couple RFQs that are under the scope of the Engineering Department such as Maiben Park, a pickleball court, and the Parks & Rec building.

PROCLAMATION:

Mayor Steve Sexton read a Proclamation declaring July AMERICA PROUD month in the City of Burlington. The full proclamation can be found in the July 13, 2023 Council Agenda Packets online or by request from the Administration Department.

PRESENTATION:

No Presentations.

CONSENT AGENDA:

Mayor Sexton introduced a walk-on Agenda Item for a contract renewal that was further explained by **City Administrator Greg Young** who shared the only variation in the contract from previous years was a two-year expiration versus one-year.

A motion was made by **Councilors Chaplin/Green** to add the Professional Services Agreement with Lana Reichert of Skagit County Investigations, LLC to the July 13, 2023 Consent Agenda. All in favor; motion carried.

Councilors Aslett/DeGloria made a motion to Approve Consent Agenda Items #1 and #2 and authorize the Mayor's signature on appropriate documents.

INTRODUCTION/DISCUSSION:

No Introduction/Discussion Items.

ACTION ITEMS:

Service Agreement for Information Technology Service

City Administrator Greg Young updated Council on changes occurring in the City of Burlington IT Department and a short term IT proposal with the firm NW Technology. Councilmembers had a range of questions from who would provide on-site hardware installation services, to

July 13, 2023

penetration testing, technical debt, and the length of time for the Request for Proposals (RFP) submittals and the structure of the 24/7 technical support provided. There was additional discussion about a future transition to cloud-based Office 365 and the existence of CR&R funds for IT upgrade needs. **Councilor Aslett** requested for Councilors to be included in network security training and asked who was acting as City staff interfaces with the Consulting Agency. **Councilor Weiss** requested that Council receive a monthly IT report and offered to sit on a Council Committee to receive reports. **Councilor Chaplin** inquired about the IT system installation for the Firehall.

Councilors Chaplin/Aslett made a motion to approve the outsourcing of IT services to NW Technology and authorize the Mayor to sign a Service Agreement in line with the costs and services proposed in the RFP submittal by the firm. All in favor; motion carried.

EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 7:50 p.m.

Joseph Stewart
Finance Director

Steve Sexton
Mayor

ACTION ITEMS



ITEM #: 1

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: July 27, 2023 Subject: Amendment of BMC Ch 2.60

Submitted By: Joe Stewart, Finance Director

Attachments: Proposed ordinance Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

Burlington Municipal Code Chapter 2.60 designates banks and savings and loan institutions in the City as depositories of moneys. This list from 2008 is currently outdated due to bank mergers, acquisitions, and failures.

Pursuant to RCW 54.44.050, all moneys belonging to cities, public utility districts, and joint operating agencies in connection with common facilities shall be deposited in such depositories as qualify for the deposit of public funds and shall be accounted for and disbursed in accordance with applicable law.

Updating the list of official depositories of the City is an expected and routine maintenance item.

ALTERNATIVES CONSIDERED

Council is not required to amend BMC 2.60, however, the list of the City's depositories would remain outdated, which may be problematic pursuant to RCW 54.44.050, above.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

There are no clear budget ramifications to adopting this amended list of depositories. However, by updating this list, the City will stand to be accurate and current as to the list of the depositories.

LEGAL ASPECTS – LEGAL REVIEW

The legal department recommends adopting the newly revised BMC 2.60 in order to avoid any issues by using an outdated list of depositories.

STAFF RECOMMENDATION

Adopt the proposed ordinance.

SUGGESTED COUNCIL MOTION LANGUAGE

"I hereby move to adopt the proposed ordinance amending the Burlington Municipal Code, Chapter 2.60, and authorize the Mayor's signature."

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BURLINGTON
AMENDING CHAPTER 2.60, OFFICIAL DEPOSITORIES
OF THE BURLINGTON MUNICIPAL CODE**

WHEREAS, Burlington Municipal Code, Chapter 2.60 designates banks and savings and loan institutions in the city as depositories of monies, and

WHEREAS, this list is not inclusive of all banks currently located in the city,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURLINGTON DO
ORDAIN AS FOLLOWS:**

Burlington Municipal Code Chapter 2.60 is hereby amended to read as follows:

SECTION 1. Official Depositories. 2.60

2.60.010 Designated

The city finance director is instructed to designate the following banks and savings and loans in the city as depositories of monies required to be kept by the finance director:

~~Bank of America~~
~~Banner Bank~~
~~Business Bank of Skagit~~
~~Cascade Bank~~
~~Horizon Bank~~
~~Key Bank~~
~~People's Bank~~
~~Seafirst National Bank~~
~~Security Pacific Bank~~
~~Summit Bank~~
~~Valley Bank~~
~~Washington Federal Savings~~
~~Washington Mutual~~
~~Wells Fargo~~
~~Whidbey Island Bank~~
Bank of America
Banner Bank
Heritage Bank
Key Bank
Peoples Bank
Opus Bank

Savi Bank
Umpqua
WaFd

and said banks and savings and loans are designated as depositories which designation shall continue in force until revoked by a majority vote of the governing body of the city. (Ord. 1656 § 1, 2008; Ord. 1204 §1, 1992; Ord 1089 §1, 1986; Ord 560 §1, 1958).

SECTION 2 – Invalidity. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other sections, clause or phrase of this Ordinance.

SECTION 3 - Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION 4 - Effective Date. A summary of this ordinance, comprised of the title, shall be published in the official newspaper of the City in accordance with RCW 35A.12.160, and shall take effect and be in full force at 12:01 a.m. on July 1, 1994

PASSED AND ADOPTED by the City Council of the City of Burlington at a regular meeting thereof this ____ day of _____, 2023.

SIGNED AND APPROVED this _____ of _____, 2023

Steve Sexton, Mayor

Attest:

Joseph Stewart, Finance Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney

FILED WITH THE CITY CLERK:
SIGNED BY THE MAORY:
EFFECTIVE DATE:

PASSED BY THE CITY COUNCIL:
PUBLISHED:



ITEM #: 2

CHECK ONE:

DISCUSSION _____

ACTION x

AGENDA ITEM

Council Date: July 27, 2023 Subject: Appointments to the 2024 Lodging Tax Advisory Committee
Submitted By: Greg Young, City Administrator

Attachments: Letter of Interest: Jeff Bae Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City recently recruited for vacant positions on the Lodging Tax Advisory Committee.

Jeff Bae, Director of Operations for SMJ Management (Holiday Inn Express & Suites), has submitted a letter of interest for the position of Business Representative. Mr. Bae has been recommended by Mayor Sexton to fill the vacant Business Representative position effective August 10, 2023.

As there was only one application received for the vacant Business Representative positions, there will be one Voting Committee vacancy and one Non-Voting Committee vacancy for the 2024 advisory process.

ALTERNATIVES CONSIDERED

The City is required to have representatives from the lodging community on this committee.

It is in the best interests of the city to have the committee as fully staffed as possible; not filling the open positions is an alternative but not one that is preferred.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

This Committee is assigned the task of recommending awards of Lodging Tax funds to the Council for approval and inclusion in the annual budget. As such, these individuals will help shape the 2024 budget.

LEGAL ASPECTS – LEGAL REVIEW

State law requires that certain individuals from the community sit on this committee. It is not a requirement that they be residents but rather, that they are in the employ of an entity that collects this tax on behalf of the city.

STAFF RECOMMENDATION

It appears that these individuals are qualified to sit on this committee and therefore, it is staff's recommendation to approve the appointments.

SUGGESTED COUNCIL MOTION LANGUAGE

Motion to confirm the appointment of Jeff Bae to the position of Business Representative on the Lodging Tax Advisory Committee effective August 10, 2023.



Mayor Steve Sexton
City of Burlington
833 S Spruce Street
Burlington, WA 98233

RE: 2024 Lodging Tax Advisory Committee, Letter of Interest

Dear Mayor Sexton,

I recently found out about the vacant LTAC position for City of Burlington, and I am writing to express my interest in the voting member position.

I have 13+ years of experience in the hospitality industry, and have also served for other LTAC/TPA organizations in Washington State.

- City of Tumwater: LTAC Voting Member, 2011 - 2018
- Thurston County TPA: Founding Member, 2014 - 2018
- Snohomish County TPA: Member at Large, 2020 - Present

I enjoy serving my community in this capacity, and would like to share my experience and knowledge as a hotel owner operator with the LTAC for the City of Burlington.

Please consider this my letter of interest in the open voting member position.

Thank you for your time. I look forward to hearing from you.

Sincerely,

Jeff Bae
Director of Operations
SMJ Management
101 128th Street SE
Everett WA 98208
206.617.9790



ITEM #: 3

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: July 27, 2023 Subject: Bid and Contract Award – Monroe St Sidewalks

Submitted By: Marv Pulst, Director of Public Works

Attachments: Bid Summary Public Hearing Required: YES () NO (X)

Agreement

HISTORY AND SUMMARY

Bids were opened on June 29th, 2023 for Monroe St Sidewalks Project. The low, responsive bidder is Western Refinery Services (WRS) of Ferndale, WA, for the amount of \$94,600. The project consists of placing cement concrete sidewalks, curb, gutter, and asphalt patching along Monroe St for approximately 700 feet. A risk reduction grant was received from Washington Cities Insurance Authority (WCIA) for this project.

ALTERNATIVES CONSIDERED

Reject bids, but sidewalk condition is terrible. Risk Reduction Grant award is covering \$25,000 toward construction.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Funding will be provided by the Street Fund 101. WCIA will then reimburse the City \$25,000 upon completion according to the grant documents provided by WCIA.

LEGAL ASPECTS – LEGAL REVIEW

Bids were requested in accordance with City procurement policy, chapter 2.84 procurement. No legal issues have been identified.

STAFF RECOMMENDATION

Staff recommends award of bid to WRS.

SUGGESTED COUNCIL MOTION LANGUAGE

Motion to award bid and authorize Mayor to sign agreement with WRS for Monroe Street Sidewalks Project.

BID TABULATION-Monroe street

<i>Item No.</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	WRS		Custom Concrete		Transblue	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Curb & Gutter	700	LF	\$ 40.00	\$ 28,000.00	\$ 70.00	\$ 49,000.00	\$ 50.00	\$ 35,000.00
2	Sidewalk	2700	SF	\$ 8.00	\$ 21,600.00	\$ 10.50	\$ 28,350.00	\$ 22.50	\$ 60,750.00
3	Driveway Apron	1200	SF	\$ 9.00	\$ 10,800.00	\$ 13.50	\$ 16,200.00	\$ 22.50	\$ 27,000.00
4	Truncated Dome/Detectable Warning Surface	1	EA	\$ 450.00	\$ 450.00	\$ 650.00	\$ 650.00	\$ 675.00	\$ 675.00
5	Rebar	EST.	FA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00
6	HMA	50	TN	\$ 375.00	\$ 18,750.00	\$ 300.00	\$ 15,000.00	\$ 135.00	\$ 6,750.00
Project Total Bid				\$ 94,600.00		\$ 124,200.00		\$ 133,175.00	

PUBLIC WORKS AGREEMENT

THIS AGREEMENT is made by and between the **City of BURLINGTON**, a Washington municipal corporation (hereinafter the "City"), and Western Refinery Services, Inc. (hereinafter the "Contractor"), organized under the laws of the State of Washington, located and doing business at 2480 Grandview Road, Ferndale, WA .

AGREEMENT

The Parties agree as follows:

I. DESCRIPTION OF WORK. Contractor shall perform the following services for the City in accordance with the following described plans and/or specifications:

Scope of work to be performed:

Scope of work to be performed consists of: The contractor shall complete all work as identified on City plans and schedule of pricing/bid items for Monroe Street Sidewalks, including, but not limited to sidewalks, curbs, and asphalt surfacing.

*** Prevailing Wage**

Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within Skagit County in effect at the time such services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the Scope of Work described in Section I above immediately upon execution of this Agreement. Upon the effective date of this Agreement, the Contractor shall complete the work described in Section I by August 28.

III. COMPENSATION. The City shall pay the Contractor on a **\$94,600** basis for the services performed under this Agreement plus any applicable Washington State sales tax, for the work and services contemplated in this Agreement. The Contractor may invoice the City for work completed during the previous month.

- A. **Defective or Unauthorized Work.** The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete

the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete the Agreement, including any additional costs, from any and all amounts due or to become due the Contractor.

B. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

C. Performance Bond. If this Agreement is more than \$35,000, a performance bond is required.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Scope of work.
- B. The Contractor's failure to complete the work within the time specified in this Agreement.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Agreement.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further money due under this Agreement until the work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. CHANGES. The City may issue a written change order for any change in the Scope of work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement, Section XV (D), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Scope of work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENT SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Agreement that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX. WARRANTY. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct

any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XI. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

XII. INSURANCE. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in general aggregate to cover Contractor's activities during the term of this Agreement. Proof of insurance shall be in a form acceptable and approved by the City. The Contractor shall provide a Certificate of Liability Insurance and an Endorsement Policy naming the City, its elected officers, and employees as additional insureds and naming the City as a certificate holder. Contractor shall deliver a copy of the Certificate of Insurance and a copy of the Endorsement Policy to the City prior to the commencement of the term of this Agreement, and immediately provide copies of any renewals thereafter if

policy expires during the term of this Agreement. Thirty (30) days' written notice to the City of cancellation of the insurance policy is required. No Agreement shall form until and unless a copy of the Certificate of Liability Insurance and Endorsement Policy, in the amount required, is attached hereto.

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

XII. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

- A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Skagit County Superior Court, Skagit County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each Party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.
- C. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- D. Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement

IN WITNESS HEREOF, the parties below execute this Agreement, which shall become effective on the last date entered below.

CONTRACTOR:

By: Zabrina Stickle
(signature)

Print Name: Zabrina Stickle

Its Financial Analyst
(title)

DATE: July 27, 2023

CITY OF BURLINGTON:

By: _____
(signature)

Its: Mayor

DATE: July 27, 2023

NOTICES TO BE SENT TO:

CONTRACTOR:

WRS
2380 Grandview Road
Ferndale, WA 98248

NOTICES TO BE SENT TO:

CITY OF BURLINGTON:
Marv Pulst, P.E.
Public Works Director
City of Burlington
833 South Spruce Street
Burlington, WA 98233
(360) 755-9715



ITEM #: 4

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: July 27, 2023 Subject: Franchise with Waste Management for Solid Waste and Recycling Services
Submitted By: Marv Pulst, Public Works Director

Attachments: Franchise Agreement with Exhibits Public Hearing Required: YES () NO (X)
Rate Information

HISTORY AND SUMMARY

This City currently has a franchise agreement with Waste Management for solid waste collection and recycling within the City. The term of the franchise is for 10 (ten) years which expires on July 31, 2023. Staff and Waste Management have discussed the contents of a new franchise agreement bringing it up to date with current State regulations and references. Staff has also discussed solid waste tariffs and certificates with the State Transportation and Utilities Commission (UTC) which regulates the solid waste industry. Waste Management holds the UTC tariff for Skagit County. The rates contained in the City's franchise agreement are comparable with the Waste Management tariff rates outside the City.

ALTERNATIVES CONSIDERED

Not Applicable.

BID REQUIREMENTS

Not Applicable.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The franchise agreement has no impact on City budget.

LEGAL ASPECTS – LEGAL REVIEW

Legal has reviewed the franchise agreement and incorporated current insurance and liability provisions.

STAFF RECOMMENDATION

Staff recommends renewing the franchise agreement with Waste Management as updated in the attached agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to authorize Mayor to sign the renewed franchise agreement with Waste Management.”

**CONTRACT FOR
SOLID WASTE SERVICES
BETWEEN THE CITY OF BURLINGTON,
WASHINGTON AND
WASTE MANAGEMENT OF
WASHINGTON, INC.**

AUGUST 1, 2023 THROUGH JULY 31, 2033

Contents

.....	5
RECITALS	5
DEFINITIONS	5
ARTICLE I - AGREEMENT, TERM	10
1.1 <u>AGREEMENT</u>	10
1.2 <u>TERM</u>	10
1.3 <u>EXCLUSIVE RIGHT; FRANCHISE ENFORCEMENT</u>	10
1.4 <u>MANDATORY SERVICES</u>	11
ARTICLE II - GENERAL OPERATIONS.....	11
2.1 <u>COLLECTION</u>	11
2.1.1 <u>GENERAL</u>	11
2.1.2 <u>COLLECTION SCHEDULE AND HOURS OF OPERATIONS</u>	11
2.1.3 <u>COLLECTION LOCATIONS</u>	11
2.1.4 <u>COLLECTION FROM SENIOR CITIZENS AND PHYSICALLY CHALLENGED PERSONS</u> 12	
2.1.5 <u>DANGEROUS ANIMALS</u>	12
2.1.6 <u>EMPLOYEES TO USE WALKS IF CARRY-OUT SERVICE DIRECTED</u>	12
2.1.7 <u>EMPLOYEES NOT TO TRESPASS</u>	12
2.2 <u>CONTRACTOR TO MAKE EXAMINATION</u>	12
2.3 <u>EMPLOYEES</u>	12
2.3.1 <u>NON-DISCRIMINATION</u>	12
2.3.2 <u>OSHA/WISHA</u>	13
2.3.3 <u>COMPLIANCE WITH LAWS</u>	13
2.3.4 <u>EMPLOYEES TO BE COURTEOUS, ETC.</u>	13
2.4 <u>COMPANY NAME</u>	13
2.5 <u>CONTRACTOR'S OFFICES</u>	13
2.6 <u>PERMITS</u>	14
2.7 <u>PUBLIC UTILITIES</u>	14
2.8 <u>LOADING</u>	14
2.9 <u>CLEANUP OF SPILLS</u>	14
2.10 <u>DISRUPTION OF COLLECTION</u>	15
2.10.1 <u>DISRUPTION OF COLLECTION DUE TO WEATHER AND/OR ROAD CONDITIONS</u> ...	15
2.10.2 <u>HOLIDAY SCHEDULES</u>	15
2.10.3 <u>MISSED AND MAKEUP COLLECTIONS</u>	15
2.11 <u>COLLECTION EQUIPMENT</u>	16
2.12 <u>RESERVE EQUIPMENT</u>	16
2.12.1 <u>PAINTING AND CLEANING OF VEHICLES</u>	16
2.13 <u>METHOD OF PROCESSING AND DISPOSAL</u>	16
2.14 <u>SERVICE TO CITY FACILITIES</u>	17
2.15 <u>COMPLIANCE WITH LAWS</u>	17
2.16 <u>CARTS AND CONTAINERS</u>	17
ARTICLE III - REPORTING REQUIREMENTS	17
3.1 <u>REPORTING REQUIREMENTS</u>	18
3.1.1 <u>ANNUAL PROGRAM REPORTS</u>	18
3.1.2 <u>MONTHLY PROGRAM REPORTS</u>	18
3.2 <u>CONTRACTOR'S RECORDS; ACCESS INSPECTION</u>	18
ARTICLE IV - INSURANCE AND SAFEGUARDS	19

4.1	<u>INSURANCE</u>	19
4.1.1	<u>MINIMUM SCOPE OF INSURANCE</u>	19
4.1.2	<u>MINIMUM AMOUNTS OF INSURANCE</u>	20
4.1.3	<u>DEDUCTIBLES AND SELF-INSURED RETENTION</u>	21
4.1.4	<u>OTHER INSURANCE PROVISIONS</u>	21
4.1.5	<u>ACCEPTABILITY OF INSURERS</u>	21
4.1.6	<u>VERIFICATION OF COVERAGE</u>	21
4.1.7	<u>SUBCONTRACTORS</u>	21
4.1.8	<u>CONTRACTOR’S INSURANCE PRIMARY</u>	22
4.2	<u>PERFORMANCE BOND</u>	22
4.3	<u>CITY FULL AVAILABILITY OF CONTRACTOR LIMITS</u>	22
4.3	<u>INDEMNIFICATION AND HOLD HARMLESS AGREEMENT</u>	22
4.3.1	<u>INDEMNIFICATION</u>	22
4.3.2	<u>WAIVER OF RCW TITLE 51</u>	23
A.	<u>INSURANCE TERM</u>	23
B.	<u>NO LIMITATION</u>	23
	ARTICLE V - GARBAGE COLLECTION	23
5.1	<u>GARBAGE COLLECTION</u>	23
5.1.1	<u>CARTS; CONTAINERS</u>	23
	ARTICLE VI - RECYCLABLES COLLECTION	24
6.1	<u>GENERAL RECYCLING PROVISIONS</u>	24
6.2	<u>RECYCLING CARTS/CONTAINERS</u>	24
	ARTICLE VII - COMPOSTABLES COLLECTION	25
	ARTICLE VIII - COMPENSATION	25
8.1	<u>CONTRACTOR RATES</u>	25
8.1.1	<u>CPI ADJUSTMENTS TO COLLECTION COMPONENT</u>	25
8.1.2	<u>PASS THROUGH ADJUSTMENT TO DISPOSAL COMPONENT</u>	26
8.1.3	<u>PERIODIC ADJUSTMENT DUE TO EXTRAORDINARY CIRCUMSTANCES</u>	26
8.2	<u>CITY FEE</u>	27
	ARTICLE IX - BILLING SERVICES AND CUSTOMER EDUCATION	27
9.1	<u>CONTRACTOR BILLING</u>	27
9.2	<u>COLLECTION FOR NON-PAYMENT</u>	28
9.3	<u>SUSPENDING COLLECTION FROM PROBLEM CUSTOMERS</u>	28
9.4	<u>PROMOTION, EDUCATION, AND OUTREACH</u>	28
	ARTICLE X - DEFAULTS	29
10.1	<u>TERMINATION</u>	29
10.2	<u>LIQUIDATED DAMAGES</u>	29
	ARTICLE XI - ANNEXATION	30
11.1	<u>FRANCHISE RIGHTS/ANNEXATIONS</u>	30
	ARTICLE XII - MISCELLANEOUS	31
12.1	<u>NON-WAIVER</u>	31
12.2	<u>NOTICES</u>	31
12.3	<u>SEVERABILITY</u>	31
12.4	<u>ENTIRE AGREEMENT</u>	31
12.5	<u>ATTORNEYS’ FEES</u>	32
12.6	<u>CHANGE IN SERVICE</u>	32
12.7	<u>ASSIGNMENT</u>	32
12.8	<u>FORCE MAJEURE</u>	32
12.9	<u>APPLICABLE LAW / VENUE</u>	32

12.10	<u>INDEPENDENT CONTRACTOR</u>	33
12.11	<u>SUBCONTRACTING</u>	33
12.12	<u>TAXES AND FEES</u>	33
12.13	<u>INSOLVENCY; RIGHT TO TERMINATE CONTRACT</u>	33
12.14	<u>RESERVATION OF MUNICIPAL AUTHORITY</u>	33
12.15	<u>SUCCESSORS AND ASSIGNS</u>	33
12.16	<u>CORPORATE AUTHORITY</u>	34
12.17	<u>DISPUTE RESOLUTION</u>	34

Exhibit A: List of City Facilities
Exhibit B: Service Rate Schedule
Exhibit C: Liquidated Damages
Exhibit D: Recyclables List

**CONTRACT FOR SOLID WASTE SERVICES
BETWEEN
THE CITY OF BURLINGTON, WASHINGTON
AND
WASTE MANAGEMENT OF WASHINGTON, INC.**

This CONTRACT FOR SOLID WASTE SERVICES (hereafter, “**Contract**”) is made and entered into this ____ day of _____, by and between the City of Burlington, a Washington municipal corporation (the “**City**”), and Waste Management of Washington, Inc., a Delaware corporation (the “**Contractor**”), to provide for Solid Waste Services in the City Service Area. The Parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**,” unless specifically identified otherwise.

RECITALS

WHEREAS, the City has negotiated with Contractor for collection, disposal, recycling, and other services regarding solid waste; and

WHEREAS, solid waste collection service is a fundamental municipal function, with uniform, managed collection necessary for the preservation of public health; and

WHEREAS, Contractor represents that it has the experience, resources, and expertise necessary to perform solid waste collection services; and

WHEREAS, pursuant to RCW 35.21.120, the City has enacted ordinances codified in the City’s Municipal Code which created a system for the orderly collection and disposal of Garbage within the City of Burlington; and

WHEREAS, the City agrees to adopt such modifications to its solid waste ordinances as are necessary to enter into this agreement; and

WHEREAS, the City Council finds that by entering into this Contract for Solid Waste Services, the citizens of the City will receive a greater variety of solid waste services at more stable rates.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

For the purposes of this Contract, the following terms shall have the following meanings:

Adjustment Date: The date that occurs annually on February 1st during this Contract.

Bulky Waste/Items: Discrete items of City Solid Waste that preclude collection in regular collection Containers. Bulky Waste includes: large appliances (such as refrigerators and freezers that do not contain CFCs, stoves, dishwashers, clothes washing machines, or dryers), water heaters, furniture (such as couches, chairs, mattresses, and other similar large items placed at the Curb as discrete separate items). Bulky Waste does not include piles of debris, car parts, construction or demolition debris, Unacceptable Waste, or tree stumps.

Cart: A Contractor-owned wheeled cart that is a plastic container with 20, 35, 64, or 96 gallons of capacity; designed for and used with a hydraulic lifting mechanism; fitted with a sturdy handle and a cover; is rodent and insect resistant; and is capable of holding collected liquids without spilling when in an upright position. Where appropriate, Carts can be used for Garbage, Recyclables and Compostables Collection.

Carry-Out Service: The servicing of Carts by Contractor which are not placed Curbside by the Residential Customer for collection, but rather require the Contractor to enter onto Residential Customer's property and roll-out or carry-out Carts to Contractor's collection vehicle. Customers may request a carry-out service for an additional fee, as set forth in Exhibit B, and such fees are charged based upon the distance from Contractor's collection vehicle. Carry-out service for Senior Citizens and Physically Disabled Persons is set forth in Section 2.1.4.

City: The City of Burlington, Washington.

City Solid Waste: All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including Residential, Commercial, and municipal Garbage, trash, refuse, paper, rubbish, small quantities of bagged cold ashes, demolition and construction wastes, Bulky Waste/Items, Compostables, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and recyclables that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor.

Collection: The process by which City Solid Waste is removed from Premises and transported to an appropriate facility for disposal, recycling, composting, or processing.

Commercial: Means of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential Premises which are permitted under applicable zoning regulations and are not the primary use of the property.

Commercial Recycling Customers: Commercial Customers who voluntarily receive Recyclables Collection services.

Compostables: Food Waste, Yard Debris, and other materials mutually agreed upon by the Parties.

- **Food Waste:** All compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, and egg shells, and

food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

- **Yard Debris:** Leaves, grass, and clippings of woody, as well as fleshy plants. Unflocked whole holiday trees, if cut in half, are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags and untied reusable bags may be used to contain Yard Debris.

Compostables Cart: A Cart suitable for Residential collection, storage, and Curbside placement of Compostables.

Composting: The controlled degradation of Compostables, yielding a product for use as a soil conditioner.

Containers: A detachable container or drop-box container suitable for storage and Collection of City Solid Waste. For purposes of this Contract: (i) "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 (1) cubic yard or greater than eight (8) cubic yards in capacity; and (ii) "drop-box container" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized Collection vehicle.

Contractor: Waste Management of Washington, Inc.

County: Skagit County, Washington.

Contract Administrator: The City's Public Works Director, or a person designated by the Mayor or the Public Works Director.

Curb or Curbside: The area within five (5) feet of the Public Street or alley where regular Collection from Residential Premises occurs. If safe access is difficult or extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the Contract Administrator and Contractor.

Customer: A Person receiving Solid Waste Services from Contractor pursuant to the terms of this Contract.

Disposal: The ultimate disposition of City Solid Waste at a landfill.

Effective Date: August 1, 2023

Garbage: City Solid Waste that is placed by Customers in appropriate bags, cans, Carts, Containers, or other receptacles for Collection and Disposal by the Contractor. The term “Garbage” shall not include Hazardous Wastes, Special Wastes, Unacceptable Wastes, Source-Separated Recyclables or Compostables. Needles or "sharps" used for the administration of medication for personal use are included in the definition of Garbage, provided that they are placed within a sealed secure container that is opaque, hard plastic or metal and puncture resistant, with a screw-on or secured lid (no glass or thin plastic containers), filled no more than three quarters (3/4) full, additionally secured with duct tape around the lid, and labeled with the Skagit County Public Health label “Warning: Syringes. Do NOT Recycle,” the biohazard symbol, and the words, “Biohazard” and “Sharps” printed on bright orange or red colored paper.

Disposal Fee: The fee charged to the Contractor for the Disposal of any City Solid Waste.

Hazardous Waste: 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.

Inaccessible Area: Any road that does not allow safe access, turn-around, clearance, or does not meet the weight requirements for Contractor trucks.

Mixed Paper: Magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging, paper cups and other fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax or foil are excluded from the definition of Mixed Paper.

Multi-Family Premises: A Premises with two (2) or more Residences, irrespective of whether residence therein is transient, temporary, or permanent.

Multi-Family Residence: A Residence within a Multi-Family Premises.

Non-Regular Scheduled/Temporary Service: Any non-permanent, temporary service requested by a Customer and available from Contractor, for a fee. These requested services will be provided

by the Contractor and billed directly to the Customer by Contractor. City will refer these types of service requests to Contractor for set up, service scheduling and billing.

Person: An individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of Washington, Skagit County, cities, and special purpose districts.

Physically Challenged Persons: Disabled persons or any other Residential Customer who is not physically able to move Carts out to the Curbside, as determined based upon criteria reasonably established by the Contractor, with input from the City. Requests must be made to the Contractor in writing for such designation, and the Customer household cannot have another able-bodied person living in the home who is capable of rolling Carts out to the Curbside.

Premises: Any land or building in the Service Area where City Solid Waste is generated, deposited, accumulated, or otherwise coming to exist.

Public Street: A public right-of-way used for public travel and owned by the City.

Recycling: The processing of City Solid Waste for the purpose of returning it to the economy in the form of raw materials for new, reused, or reconstituted products, or other uses resulting in diversion from Disposal.

Recyclables: Those certain items as contained in Exhibit D.

Residence: A living space with a kitchen, individually rented, leased or owned, and located in the Service Area.

Residential: Means of, from, or pertaining to Single-Family Premises and Multi-Family Premises, including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

Recycling Carts: A Contractor-provided 35-, 96-, or 64-gallon (default size) Cart suitable for Residential storage, Curbside placement and Collection of Recyclables.

Senior Citizen: Means any Residential Customer Premises where all residents in the household are at least sixty-two years of age.

Service Area: The municipal boundaries of the City, both now and as they may be expanded by annexation during the life of the Contract, subject to the provisions of RCW 35.13.280.

Single-Family Premises: A Premises with one (1) Residence, irrespective of whether residence therein is transient, temporary or permanent.

Single Stream Recycling: A system in which various types of Recyclables are separated from Garbage by the generator and placed together in a Cart or Container for Collection.

Solid Waste Services: Any and all Collection, Disposal, Recycling, and Composting services regarding City Solid Waste, as well as other services agreed upon by the Parties.

Special Waste: Polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling or disposal in accordance with applicable federal, state, county or local laws or regulations.

Unacceptable Waste: Highly flammable substances, Hazardous Waste, liquid wastes, Special Waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by federal, State, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility. Needles or "sharps" used for the personal administration of medication shall be deemed Unacceptable Waste unless prepared in accordance with the instructions under “Garbage” herein. Materials disposed of in Compostables Carts or Containers that are not in compliance with the definition of Compostables herein shall also be deemed Unacceptable Waste.

WUTC: The Washington Utilities and Transportation Commission, which regulates solid waste collection in the unincorporated areas of the County.

ARTICLE I - AGREEMENT, TERM

1.1 Agreement

The City hereby agrees that Contractor shall have the exclusive right to perform all of the Solid Waste Services, to the extent allowed by State and Federal law, including all work incidental thereto, upon the terms and conditions set forth below; provided, however, that Commercial Customers shall not be required to utilize Contractor’s Recyclables Collection services.

1.2 Term

The initial term of this Contract is ten (10) years, starting on the Effective Date (August 1, 2023), and expiring at 11:59 p.m. on July 31, 2033. The Parties may, by mutual agreement, extend the Contract for two (2) successive periods of two (2) years each. Any such extension shall be under the terms and conditions of this Contract. To exercise the option to extend this Contract, the Parties shall agree in writing not less than one hundred eighty (180) days prior to the then-expiring Contract term.

1.3 Exclusive Right; Franchise Enforcement

The City does hereby grant to Contractor the exclusive duty, right and privilege to perform the Solid Waste Services, except regarding Collection of Recyclables from Commercial Premises. When asked by the Contractor, the City shall use reasonable efforts to protect this right of the

Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce the exclusive rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate with Contractor in Contractor's actions to enforce such rights (without obligating the City to join any litigation initiated by Contractor).

1.4 Mandatory Services

Pursuant to Sections 8.04.030 and 8.04.130 of the City's Municipal Code, Garbage (Commercial and Residential) and Recyclables (Residential only) Collection services are mandatory for all Premises; Compostables and Commercial Recyclables Collection services are optional, and will be provided by Contractor on a subscription basis.

ARTICLE II - GENERAL OPERATIONS

2.1 Collection

2.1.1 General

Contractor shall perform the Solid Waste Services as provided in this Contract. The collection of Hazardous Waste is not included within the scope of this Contract, and Contractor shall be under no obligation to collect any Hazardous Waste. Customers shall remain responsible for any Hazardous Waste or other Unacceptable Waste placed in collection containers, even if such materials are inadvertently collected by Contractor, and to the extent such Customers can be identified, Contractor may seek to impose upon such Customers any and all costs and expenses associated with managing such Hazardous Waste or Unacceptable Waste. However, nothing herein is intended to prevent Contractor, in its sole discretion, from collecting, transporting, and/or disposing of any Hazardous Waste or Unacceptable Waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any action taken in the performance of this Contract.

2.1.2 Collection Schedule and Hours of Operations

Collection from Residential Customers shall be between the hours of 7:00 AM and 6:00 PM, Monday through Friday. Collection from Commercial Customers will be between the hours of 5:00 AM and 6:00 PM, Monday through Friday. Recyclables will be collected at least every other week, whereas Garbage and Compostables will be collected at least weekly.

2.1.3 Collection Locations

Contractor shall collect Garbage, Recyclables and Compostables at Curbside from all Single-Family and Multi-Family Premises Customers with Cart-based services. Contractor shall collect Garbage, Recyclables and Compostables from Customers with Container-based services at locations determined by Contractor and the Customer. Contractor may refuse to pick up materials at locations identified by Contractor and approved by the City, acting reasonably, where, because of the conditions of the streets, alleys or roads, it is impractical to operate vehicles, and may refuse

to drive into private property where driveways or roads are without adequate turnarounds or have other unsafe conditions.

2.1.4 Collection from Senior Citizens and Physically Challenged Persons

The Contractor shall offer Carry-Out Service for Garbage, Recyclables and Compostables Carts up to fifty (50) feet from Contractor's vehicle to qualifying Senior Citizens and Physically Challenged Persons lacking the ability to place Carts at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair and meet the needs of the City's senior residents. These criteria shall comply with all local, state, and federal regulations, and shall be subject to City review and approval prior to program implementation.

2.1.5 Dangerous Animals

Contractor will not be required to enter into private property to pick up materials while an animal considered or feared to be vicious is loose.

2.1.6 Employees to Use Walks if Carry-Out Service Directed

Contractor employees, in performing collections, shall follow the regular walks for pedestrians (if available) while on Customer property, returning to the street or alley after replacing empty containers. They shall also close all gates opened by them. All employees shall wear clean clothing or uniforms.

2.1.7 Employees Not to Trespass

Employees shall not trespass or loiter, cross property to an adjoining premises, or meddle with property which does not concern them.

2.2 Contractor to Make Examination

Contractor shall make its own examination and investigation regarding the proper method of doing the work and all conditions affecting the work to be done, and the labor, equipment and materials needed therefore and the quantity of work to be performed. Contractor agrees that it is satisfied with its own investigation and research, and will make no claim against City because of any of the estimates, statements, or interpretations made by any officer or agent of the City. This Contract is for the benefit of the Parties thereto, and is not intended to inure to the benefit of any third party.

2.3 Employees

All workers employed by Contractor shall be competent and skilled in the performance of the work to which they may be assigned. All drivers must have a C.D.L. "B" or "A" license and a current medical card.

2.3.1 Non-Discrimination

The Contractor will 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 on a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: Employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment any required notices setting forth the provisions of this nondiscrimination clause. Contractor understands and agrees that a violation of this nondiscrimination provision shall constitute a breach of this Contract, and that such breach, if uncured, shall cause the Contractor to be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

2.3.2 OSHA/WISHA

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with. The Contractor shall indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the acts and standards issued there under. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the Solid Waste Services.

2.3.3 Compliance with Laws

Contractor agrees to comply, at its own expense, with all applicable state, federal and local laws, rules and regulations, including, but not limited to, all applicable laws regarding wages.

2.3.4 Employees to be Courteous, Etc.

Employees of Contractor shall be courteous at all times and not use loud or profane language and shall do their work as quietly as reasonable.

2.4 Company Name

Contractor shall not use a firm name containing any words implying municipal ownership or including the name of the City.

2.5 Contractor's Offices

Contractor shall be required to maintain a local access telephone number or a toll-free number which meets the approval of the City, and such attendants as may be necessary to take care of complaints, as well as orders for special service or to receive instruction. The attendant shall be

on duty between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except holidays. At such times as the office is closed, a recorder shall be in operation. The Contractor shall maintain a website for Customer use 24 hours per day 7 days per week. The website must provide a separate address for the City of Burlington that can accept electronic communication.

2.6 Permits

Contractor shall take out and pay for any business license or other fee required by the City or any other governmental authority which may be required to provide the services under this Contract.

2.7 Public Utilities

Contractor shall be obligated to protect all public and private utilities whether occupying street, public or private property. If such utilities are damaged by reason of Contractor's operations under this Contract, it shall repair or replace same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor. The City shall not be liable for any damage to property or person caused by Contractor.

2.8 Loading

Extra care shall be taken in the loading and transporting of Garbage, Recyclables, Compostables and other wastes so that the material to be collected is not left either on private property or on the streets or alleys. Any Garbage, Recyclables, Compostables or other wastes left on private property or on streets or alleys spilled by Contractor shall be cleaned up within 24 hours of received complaint.

2.9 Cleanup of Spills

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be operated so as to prevent blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be cleaned up by the Contractor at its expense within four (4) hours of notice of spillage. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and remove any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering of this material. Spillage not immediately cleaned up may be cause for liquidated damages, as described in Section 10.2.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include 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, blowing materials, litter, leaks and spillage of Contractor vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions

and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval (if requested) by the City before initiating any work under this Contract. All Contractor vehicle drivers shall be provided with annual hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures.

All drop-box Container loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.10 Disruption of Collection

2.10.1 Disruption of Collection Due to Weather and/or Road Conditions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property, or when road conditions such as flooding or weight restrictions affect road use, the Contractor shall collect only in areas that do not pose a danger or are not subject to road use restrictions. The Contractor shall notify the City, on the same business day, of the areas not served.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on their next scheduled service day. Extra Garbage will not be charged for as long as it does not exceed double their normal service.

2.10.2 Holiday Schedules

The Contractor shall observe the same holiday schedule as do Skagit County Transfer Stations (New Years Day, Thanksgiving Day, and Christmas Day). When the day of regular collection is a legal holiday, the Contractor may reschedule the service to the next day, example: Monday to Tuesdays, Tuesday to Wednesday, Wednesday to Thursday, Thursday to Friday and Friday to Saturday. The Contractor may not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.10.3 Missed and Makeup Collections

If the Contractor fails to collect a Customer's Garbage, Recyclables or Compostables which have been properly and timely set out for collection during a regularly scheduled collection, other than as provided in Section 2.10.1 or 2.10.2, the Contractor shall make a special make up collection within 24 hours (or one business day) of notification by the City or Customer. This section applies to omitted collections of a single residence, a row of residences, or an entire route. If Contractor fails to provide a special pickup for a missed collection within twenty-four (24) hours (or one business day) after notification by the Contract Administrator or Customer, the Contract Administrator may cause the work to be done and the Contractor shall fully reimburse the City for its collection expenses. In addition, Contractor may be responsible for liquidated damages per Section 10.2.

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with Unacceptable Waste, Hazardous Waste, Special Waste, or other unacceptable materials (including Recyclables Containers containing non-Recyclables or Compostables Containers containing material other than Food Waste and/or Yard Debris) the Contractor shall not be required to collect the container. If the Contractor elects to not collect a contaminated Container, the Contractor shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication. The Contractor will not knowingly collect a contaminated Container if contamination is visible by the driver prior to collection.

If the Contractor services a Container and subsequently discovers contamination in the truck hopper at its top, the Contractor may charge the Customer a contamination charge pursuant to the Exhibit B. Such contamination charge may be included on the Customer's regular invoice or billed separately. Customers will receive two (2) notices of contamination before a contamination charge is assessed.

2.11 Collection Equipment

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

2.12 Reserve Equipment

The number and type of collection vehicles furnished by Contract, including back up or reserve equipment in the event of equipment failure, shall be sufficient for the collection of all Customer Garbage, Recyclables and Compostables. Contractor shall make available for rental Containers which meet all applicable safety requirements.

2.12.1 Painting and Cleaning of Vehicles

Collection vehicles shall be painted and numbered and shall have the Contractor's name and number of the vehicles painted in letters of a contrasting color, at least four (4) inches high on each side of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.

2.13 Method of Processing and Disposal

Contractor shall deliver all Garbage, Recyclables and Compostables collected under the Contract to permitted facilities of its choosing, as approved by the Skagit County, for the processing or disposal of such materials.

2.14 Service to City Facilities

As partial consideration for this Contract, Contractor shall provide free collection of Garbage, Recyclables and Compostables to those City-owned facilities listed in Exhibit A (“**City Facilities**”). Such free collection shall not apply to material which (i) is other than Garbage, Recyclables and Compostables generated at such City Facility through its normal operations (e.g., construction and demolition waste), (ii) is not generated by the City, or (iii) is collected by third parties and delivered to a City Facility.

The Contractor shall provide up to three (3) Drop-box Container hauls per year to the City for the service type and location at the City's discretion. Disposal cost for these Drop-Box Containers shall be borne by the City at the rates set forth in Exhibit B.

If the City requests collection services for additional City Facilities, or the volume of a category of material generated by City Facilities increases by 10% or more, then the Parties shall meet and confer in good faith to negotiate an appropriate adjustment to Contractor's rates set forth herein.

2.15 Compliance with Laws

Contractor shall comply with all applicable local, state and federal regulations and laws regarding the collection, transfer and disposal of Garbage, Recyclables, and Compostables pursuant to this Contract.

2.16 Carts and Containers

The Contractor shall provide each Single-Family Premises and Residents in appropriate Multi-Family Premises (e.g., duplexes and four-plexes) with one (1) Cart for Garbage, one (1) Cart for Recyclables, and one (1) optional Cart for Compostables. Cart sizes available are 20, 35, 64, and 96 gallons, at the election of the Customer. Contractor may require a Customer to utilize larger or additional Carts if the Customer's volume of materials exceeds the Cart capacity. Contractor shall retain ownership of any Carts or other containers provided by Contractor in performing the services under this Contract. Cart deliveries (for new or replacement Carts) shall be subject to the service rate schedule in Exhibit B. Contractor shall deliver Carts necessary to meet the service requirements set forth under this Contract upon a delivery schedule to be mutually agreed upon by the Contractor and the City.

Contractor shall provide each Commercial Premises, City Facility and Multi-Family Premises without Cart-based services with suitable detachable and/or drop-box Containers for Garbage, Recyclables (if desired with respect to Commercial Customers) and Compostables (if desired), as determined by Contractor. Available Container sizes and types are described in Exhibit B.

ARTICLE III - REPORTING REQUIREMENTS

3.1 Reporting Requirements

The Contractor will be required to keep records and submit them to the City as specified below. The minimum reporting requirements set forth below are subject to modification, and shall include:

3.1.1 Annual Program Reports

The Contractor shall submit annual program reports during the term of this Contract. These reports shall be completed by February 15 regarding data for the previous calendar year. The City may request program reports at any time during the calendar year but allowing the Contractor thirty (30) days to prepare the reports, or such other period of time as the Contractor may reasonably require. The annual program reports shall clearly indicate totals for both Residential and Commercial Customer categories. At a minimum, the annual program reports shall include:

- a. Annual summary of Recyclables and Compostables tonnage collected and recovered (not disposed of at landfill), by Customer category.
- b. Annual summary of Garbage tonnage collected, by Customer category.
- c. Customer complaint report, missed pick-ups, missed deliveries, etc.

3.1.2 Monthly Program Reports

The Contractor shall submit monthly program reports during the term of the Contract. These reports shall be completed at the end of the month for the month prior. These reports shall clearly indicate totals for both Residential and Commercial Customer categories. At a minimum, the reports shall include:

- a. Monthly summary of Recyclables and Compostables tonnage collected and recovered (not disposed of at landfill), by Customer category.
- b. Approximate resident participation rates in terms of monthly set-out counts.
- c. Total number of Recycling Carts that have been distributed to Residential Customers.
- d. Monthly summary of Garbage tonnage collected, by Customer category.

3.2 Contractor's Records; Access Inspection

The City shall have the right to inspect and copy all books, records and documents, and to interview any person, and to review any evidence in Contractor's possession and control that is relevant to and may assist the City in determining whether the Contractor is in compliance with the Contract. However, all financial, commercial, personnel, trade secret and technical information relating to the business of Contractor ("**Confidential Information**") acquired directly or indirectly by the City, including pursuant to any rate review or performance review hereunder, shall be kept by the City in strict confidence. The City shall not use Confidential Information for any reason or in any manner other than as expressly provided in this Article III. The City shall not disclose Confidential Information to any third party except on a "need-to-know" basis and then only after receiving the prior written approval of the Contractor and a confidentiality agreement from the

third party similar hereto. Notwithstanding the foregoing, the term “Confidential Information” shall not include any information that has become publicly available other than by acts or omissions of City or its employees or agents in violation of this Contract. The confidentiality obligations under this paragraph shall survive termination of this Contract.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within ten (10) business days of the request. The weight slips may be requested for any period during the term of this Contract.

ARTICLE IV - INSURANCE AND SAFEGUARDS

4.1 Insurance

Contractor shall procure and maintain for the duration of the Contract insurance for 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 Contract by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for Contract termination under Section 10.1.

Contractor’s maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise to limit the City’s recourse to any remedy available at law or in equity.

4.1.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following:

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 002 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor’s Automobile Liability policy with respect to the work performed for the City, using ISO additional insured endorsement

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 and Additional Insured-Completed Operations endorsement CG 20 37 or substitute endorsements providing at least as broad coverage.

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

(4) Contractor's Pollution Liability and Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor shall be in effect throughout the entire Contract period covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractor's Pollution Liability and Pollution Legal Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add 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.

(5) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Contractor's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy

4.1.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$5,000,000 products-completed operations aggregate limit.

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

(4) Contractors Pollution Liability. The Pollution Legal Liability shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed.

(5) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability

requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

4.1.3 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions shall be for the account of Contractor and payment of such shall be made by Contractor without contribution from the City.

4.1.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Contractor's Pollution Liability coverage:

- (1) Contractor's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- (2) Coverage shall state that the 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.
- (3) The Contractor shall provide the City with written notice of any policy cancellation within thirty (30) business days of their receipt of such notice.

4.1.5 Acceptability of Insurers

Insurance to be placed with insurers with a current A.M. Best rating of not less than A: VIII.

4.1.6 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract.

4.1.7 Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an

additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

4.1.8 Contractor's Insurance Primary

The Contractor's insurance coverage shall be primary insurance as respects the City, but only as respect the liabilities assumed by Contractor under this Contract. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

4.2 Performance Bond

Contractor shall furnish to the City a proper performance bond to be approved by the City Attorney, conditioned that Contractor shall faithfully perform all the provisions and terms of the contract and related documents and pay all laborers, mechanics and subcontractors and material persons, and all persons who shall provide such Contractor with provisions and supplies for the carrying on of such work; which bond shall be signed by Contractor and two or more good and sufficient sureties or with Surety Company as Surety, and shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Said bond shall at all times be kept in full force and effect during the term of this Contract. Contractor agrees to pay all costs, including attorney's fees, associated with the enforcement of said bond.

4.3 City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

4.3 Indemnification and Hold Harmless Agreement

4.3.1 Indemnification

The Contractor shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident to, the execution of this Contract and/or the Contractor's performance or failure to perform any aspect of this Contract, provided, however, that if such claims are caused by or result from the concurrent negligence, breach of this Contract or willful misconduct of the City its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the fault of the Contractor and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss solely caused by the City's negligence, breach of this Contract or willful misconduct. The provisions of this section shall survive the expiration or termination of this Contract.

4.3.2 Waiver of RCW Title 51

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, their officers, agents and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees which is caused by or arises out of the Contractor's exercise of rights of privileges granted by this Contract. This waiver is mutually agreed to by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

ARTICLE V - GARBAGE COLLECTION

5.1 Garbage Collection

For Residential Premises with Cart-based Solid Waste Services, Garbage shall be collected by the Contractor on a weekly basis, at the service levels and rates set forth in Exhibit B. Commercial and Multi-Family Premises not receiving Cart-based Solid Waste Services shall have its Garbage collected by Contractor in accordance with the frequency, service levels and rates set forth in Exhibit B.

5.1.1 Carts; Containers

For Residential Premises with Cart-based Solid Waste Services, Garbage will be collected in Contractor provided Carts (for all Customers who request such a Cart). Extra materials which do not fit neatly within the Customer's primary Cart/can shall be collected for an additional fee as set forth in rate schedule and may be placed adjacent to the primary Cart/can in customer provided cans, bags, or other receptacles which can be safely collected by Contractor's personnel and equipment. All Garbage from Commercial Premises, City Facilities and Multi-Family Premises with Container-based services will be collected in Contractor provided Containers, and extra materials which do not fit neatly within the Customer's primary Container shall be collected for an additional fee as set forth in rate schedule and may be placed adjacent to the primary Container

in Customer provided cans, bags, or other receptacles which can be safely collected by Contractor's personnel and equipment.

ARTICLE VI - RECYCLABLES COLLECTION

6.1 General Recycling Provisions

For Residential Premises with Cart-based Solid Waste Services, Recyclables shall be collected on a Single Stream basis every week, on the same days as Garbage collection. The Contractor shall provide a 64-gallon Recyclables Cart to each Residential Premises. Extra Recyclables which do not fit neatly within the 64-gallon Recyclables Cart shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Cart/can in customer provided cans, bags, or other receptacles which can be safely collected by Contractor's personnel and equipment.

For Multi-Family Premises with Container-based Solid Waste Service, Recyclables shall be collected on a Single Stream basis at least every other week, as determined by Contractor. The cost of such Recyclables collection is set forth in Exhibit B.

Recyclables Collection services will be provided to Commercial Customers pursuant to separate agreements.

Contractor becomes the owner of Recyclables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. The Contractor shall be responsible for all marketing and sale of Recyclables collected hereunder and shall be entitled to all proceeds therefrom.

6.2 Recycling Carts/Containers

Contractor will provide a 64-gallon Cart to all Residential Customers with Cart-based Solid Waste Service.

For Multi-Family Premises Customers with Container-based Solid Waste Service, Contractor will provide an appropriately sized Container(s) to store Recyclables generated at such Premises between collections by Contractor. Alternatively, such Customers may provide their own Container(s), so long as they are compatible with Contractor's collection vehicles.

For each City Facility, Contractor will provide an appropriately sized Container(s) to store Recyclables generated between collections by Contractor. Alternatively, the City may provide its own Container(s), so long as they are compatible with Contractor's collection vehicles.

ARTICLE VII - COMPOSTABLES COLLECTION

Compostables shall be collected from Residential Premises who choose to subscribe for such service on a weekly basis (on the same days as Garbage collection), at the rates set forth in Exhibit B. All Residential Customers with Cart-based Solid Waste Services who sign up for Compostables collection will be provided a 96-gallon Compostables Cart, if requested. Yard Waste and Food Waste may be commingled by such Residential Customers in the Compostables Cart. Commercial and Multi-Family Premises Customers with Container-based Solid Waste Services may participate in the Compostables collection program for the fees set forth in Exhibit B. Such Customers shall be provided a 96-gallon Cart(s).

Contractor becomes the owner of Compostables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. Contractor shall be responsible for all marketing and sale of Compostables collected hereunder and shall be entitled to all proceeds therefrom.

Yard Debris which does not fit neatly within a Customer's Compostable Cart or exceeds the stated capacity of the Compostable Cart, so as to raise the lid more than six (6) inches ("Yard Debris Extras"), shall be collected for an additional fee ("Yard Debris Extras Fee"), as set forth in Exhibit B. Yard Debris Extras may be placed adjacent to a Customer's Compostables Cart, in Customer-provided cans or Kraft paper bags in up to 32-gallon equivalent units.

ARTICLE VIII - COMPENSATION

8.1 Contractor Rates

The Contractor shall charge the rates set forth in Exhibit B, as adjusted over time under this Contract, for all services performed (excluding those for which this Contract allows direct negotiation with Customers). The Contractor shall be responsible for billing and collecting funds from Residential and Commercial Customers in accordance with the rates listed in Exhibit B. The Contractor may occasionally provide services outside the scope of this Contract which are related to solid waste collection in the City. If pricing for such services are set forth in the otherwise applicable WUTC tariff, such WUTC rates shall apply. Otherwise, the Contractor shall propose to the City a customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service.

8.1.1 CPI Adjustments to Collection Component

Commencing on February 1, 2024 and on the same date annually thereafter (the "**Adjustment Date**"), the collection component of Contractor's rates set forth in Exhibit B (as adjusted hereunder) shall be automatically increased by 100% of the annual percent increase in the Consumer Price Index ("**CPI**") - for Urban Consumers: Water and Sewer and Trash Collection Services ("**CPI**") (Series CUUR0000SEHG), as published by the Bureau of Labor Statistics. The first adjustment of the service rates will be based upon the change in CPI, as described above, of the August of the current year published index compared to August of the prior year published index. At least forty-five (45) days prior to the Adjustment Date, Contractor shall notify the City

of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor's rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment. In the event the CPI index series increases year-on-year more than eight percent, that portion of the CPI adjustment exceeding eight percent shall not carry forward to the next year.

8.1.2 Pass Through Adjustment to Disposal Component

- (a) The disposal fee component of Contractor's rates set forth in Exhibit B (as adjusted hereunder) shall be automatically adjusted to reflect increases or decreases in Skagit County disposal fees for solid waste. Such adjustments shall be effective on the date on which the modified Skagit County disposal fees go into effect, and based on Cart/Container content weights specified in Exhibit B of this Contract. The business and occupation tax shall be applied to these fees.
- (b) The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus fifteen percent (15%) to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that.

8.1.3 Periodic Adjustment Due to Extraordinary Circumstances:

The Contractor's rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the adjustments set forth in Section 8.1.1, 8.1.2 and 8.1.3, the Contractor's rates under this Contract shall, upon written request of Contractor or City, be further adjusted for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- (a) changes in the scope or method of services provided by Contractor or other changes or fees required, initiated, or approved by the City;
- (b) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (c) any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of City Solid Waste (excluding increases in Skagit County disposal fees, for which Contractor receives an adjustment under Section 8.1.3);
- (d) a material fluctuation in the markets or market price for Recyclables, unforeseen increases in the cost of collection, handling, storing, transporting, marketing, or sale or other disposition of Recyclables, the need for increased promotional or educational

activities pertaining to recycling or any changes to the definition of “Recyclables” set forth herein;

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increase costs and accompanying rate adjustment necessary to offset such increased costs. The City may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the City shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall act within ninety (90) days of receipt of the request from Contractor, and shall either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

8.2 City Fee

Contractor shall pay City 6.4% of gross revenues collected each complete calendar quarter during the term of this Contract (“**Quarterly City Fee**”). Such payments shall be made by Contractor on or before the twentieth (20th) day of the month following the applicable quarter. The Quarterly City Fee amount will be increased each year pursuant to Section 8.1.1 of this Contract. The term “gross revenues” means any and all revenue or compensation actually collected by Contractor from Customers under this Contract for the exclusive collection, transportation, processing, recycling and disposal of City Solid Waste, in accordance with Generally Accepted Accounting Principals (GAAP), net of Quarterly City Fees. The term gross revenues, for purposes of this Contract, shall not include any: a) revenues generated from non-exclusive services performed by Contractor, unless third parties who are free to compete for such services with Contractor are also required by the City to pay the Quarterly City Fee; b) City, or other federal, state, or local taxes or surcharges; c) any Customer late fees, NSF charges, interest, or reactivation charges; or d) any revenues generated from the sale of Recyclables or any recycling rebates received from the State.

ARTICLE IX - BILLING SERVICES AND CUSTOMER EDUCATION

9.1 Contractor Billing

Contractor shall be responsible for billing and collection of all charges, fees and taxes for the collection of City Solid Waste pursuant to this Contract. Contractor shall also perform all customer service functions related to billing and responding to any Customer inquiries. If City ever levies a utility tax or other gross receipts tax, Contractor agrees to collect and remit such taxes to the City without any additional charge for the administrative expense incurred in collection and remitting such taxes.

Single-Family Premises Customers may request that Contractor’s services be suspended for 1 – 3 months each calendar year based on such Premises being vacant during that period of time. During such “vacation hold” periods, Customers will not receive or be billed for Contractor’s services.

9.2 Collection for Non-Payment

The Contractor may bill to Customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. If a Customer becomes seventy-five (75) days delinquent on a Contractor invoice, Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. The Contractor shall be allowed to charge a cart redelivery fee should the Customer request to reinstate their higher level of service after paying all overdue balances. The cart redelivery fee in Exhibit B covers the redelivery of all three carts for Single-family Customers.

9.3 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 Contractor-owned Carts/Containers, repeated refusal to position Garbage, Recyclables and Compostables containers properly for automated collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make reasonable efforts to provide service to those problem Customers. However, the 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 the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. 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.

9.4 Promotion, Education, and Outreach

The Contractor shall have primary responsibility for developing, designing and executing general waste reduction/recycling public education and outreach programs, with the assistance and cooperation of the City. The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing ongoing recycling promotion, at the direction of the City.

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for the Residential sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Residential Customers and, at a minimum, shall include an informational brochure indicating all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection calendar and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be delivered in a manner agreeable to the City to every new Residential Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information. The Contractor shall also develop and conduct an annual outreach project to help increase recycling participation. The Contractor and the City will work in collaboration to select a targeted audience from the following customer groups: schools, multifamily properties, commercial properties or residential customers.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills three times per year. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City shall work cooperatively with the Contractor for timely inclusion of such materials.

ARTICLE X - DEFAULTS

10.1 Termination

Except for the occurrence or existence of Force Majeure, in the event of any material failure or refusal of Contractor to comply with any obligation or duty under this Contract, the City and Contractor shall meet and confer in good faith in an effort to agree on a resolution of the breach. If the Parties are unable to agree on the informal resolution the breach, and the Contractor has violated a material provision of this Contract, the City may provide Contractor with written notice of the default, stating the specific reasons for default and the provisions of the Contract which have been violated. The Contractor shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe. If the Contractor fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to remedy the stated reason, then the City may at its option terminate all or a portion of this Contract.

The City shall be in default of this Contract if it violates any material provision of this Contract. The Contractor reserves the right to pursue any remedy available at law for any default by the City. In the event of default, the Contractor shall give the City written notice of the default, stating the specific reasons for default and the provisions of the Contract which have been violated. The City shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe. If the City fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to the Contractor to remedy the stated reason, then the Contractor may at its option terminate this Contract.

10.2 Liquidated Damages

As a breach of the mandatory Collection service provided by this Contract would cause serious and substantial damage to City and its residents, and the nature of this Contract would

render it impracticable or extremely difficult to fix the actual damage sustained by City by such breach, it is agreed that in case of breach of service, City may elect to collect liquidated damages for each such breach and Contractor shall pay City as liquidated damages and not as penalty, the amounts set forth in Exhibit C, such sums being the amount which City will be damaged by the breach of such services. An election to seek such remedy shall not be construed as a waiver of any remedies City may have as to any subsequent breach of services under this Contract. Liquidated damages shall not apply if the breach caused by a force majeure event.

Fines may be levied only with respect to Residential Collections and Commercial Garbage Collections. Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. For multiple or continuous violations not falling within the previous sections, the City may assess a cumulative maximum fine of up to one thousand dollars (\$1,000.00). Any fine may be appealed by the Contractor to the City Council whose decision in the matter will be final.

Liquidated damages will be reasonably applied and may be levied only if documented in an incident report presented by the City to the Contractor. The Contractor shall be notified and provided a copy of an incident report and shall be given 24 hours to cure the problem (if applicable) before liquidated damages are invoiced to the Contractor, except in the case of incidents for which, due to the nature of the event, a "cure" is not possible. Such liquidated damages as City shall elect to collect shall be billed to Contractor and be paid within twenty (20) days. Application of these damages may be appealed within ten (10) days by Contractor to the Contract Administrator, whose decision shall be final.

ARTICLE XI - ANNEXATION

11.1 Franchise Rights/Annexations

If, during the term of this Contract, additional territory is added to the City through annexation or other means and the Contractor has an existing WUTC certificate or other franchise for collection at the time of annexation, the Contractor agrees by accepting this Contract from the City, that the certificate or franchise applicable to the annexed areas shall be deemed canceled on the effective date of the annexation. The Contractor shall continue to service the newly annexed areas under the terms and conditions set forth in this Contract.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the 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. The term during which the Contractor will service any future annexation areas shall be ten (10) years, notwithstanding the term set forth in Article 1 of this Contract.

ARTICLE XII - MISCELLANEOUS

12.1 Non-Waiver

The failure of any Party to enforce any Contract provision is not and shall not be construed as a waiver of that provision. The payment or acceptance of compensation subsequent to any breach is not and shall not be construed as an acceptance of that breach. All waivers must be in writing.

12.2 Notices

Any notices to be sent to the City shall be sent to the Contract Administrator at the following address:

Public Works Director
City of Burlington
833 Spruce Street
Burlington, WA 98233

Any notices sent to Waste Management of Washington, Inc. shall be sent to:

Area Director of Public Sector Services
Waste Management of Washington, Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033

Copy to:

Waste Management of Washington, Inc.
Attn. Senior Legal Counsel
7227 NE 55th Ave.
Portland, OR 97218

12.3 Severability

If any provision of this Contract is held to be void, invalid or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in effect and bind the Parties.

12.4 Entire Agreement

This Contract constitutes the entire agreement between City and Contractor, and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both Parties.

12.5 Attorneys' Fees

In the event of any action or proceeding to enforce, interpret, construe, or otherwise resolve a dispute between the Parties arising from any term, condition or provision of this Contract, the prevailing Party in such action or proceeding shall be entitled to recover, in addition to all other relief, from the other Party, reasonable attorneys' fees incurred by the prevailing Party in connection with such action or proceeding, including but not limited to any appeal thereof.

12.6 Change in Service

Contractor shall give sixty (60) days written notice to the Contract Administrator of any change which affects the date of collection, provided that no change in the terms of this Contract may be made unless agreed to in writing by the Contract Administrator.

12.7 Assignment

This Contract may not be assigned or transferred by Contractor, nor shall Contractor subcontract any part of this Contract, without the prior written consent of the City Council, as evidenced by a City Resolution and the signature of the Mayor, provided, however, that Contractor may assign or transfer this Contract to an entity(ies) within its own corporate structure, which assignment shall not require the City's consent. The City may withhold its consent to assignment or transfer of this Contract, though not unreasonably. In the event of an unauthorized assignment or transfer, the City reserves the right to cancel the Contract.

12.8 Force Majeure

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

12.9 Applicable Law / Venue

This Contract shall be governed by the laws of the State of Washington. Venue for any action hereunder shall be in Skagit County Superior Court.

12.10 Independent Contractor

The Parties agree and acknowledge that Contractor is an independent Contractor and not an agent or employee of the City, and that no liability (except as provided herein) shall attach to the City as a result of the acts or omissions of Contractor, its employees, agents, or assigns. Contractor shall have no authority to execute agreements or to make commitments on behalf of the City, and nothing contained in this Contract shall be deemed to create the relationship of employer and employee or principal and agent between the City and Contractor.

12.11 Subcontracting

The Parties intend that Contractor shall perform pursuant to the terms of this Contract with its own employees. However, in the event any incidental subcontractor services are necessary, Contractor agrees to be responsible for the standards of performance of any subcontractor. Contractor agrees that no subcontractor shall relieve Contractor of any obligations under this Contract.

12.12 Taxes and Fees

Contractor acknowledges that it is responsible for the payment of any local, state, or federal taxes or fees with respect to Contractor's agents and employees, and any taxes or licenses applicable to Contractor's business activity.

12.13 Insolvency; Right to Terminate Contract

In addition to other terms of this Contract, any or all of the following shall be considered events of default of this Contract, allowing the City to terminate the Contract if such events are not cured within 10 days of written notice: a) if Contractor petitions any court to be adjudged as bankrupt; b) if a petition in bankruptcy is filed in any court against Contractor; c) if Contractor is adjudged to be insolvent; d) if Contractor is adjudged to be bankrupt; e) if a receiver or other officer is appointed to take charge of the whole or any part of Contractor's property or to wind up or liquidate its affairs; f) if Contractor seeks reorganization under the Federal Bankruptcy Code, as amended; or g) if Contractor admits in writing its inability to pay its debts as they become due.

12.14 Reservation of Municipal Authority

The City specifically reserves the right to enact general municipal ordinances and resolutions affecting all businesses and persons in the City. Should the City make changes to their general municipal ordinance and resolutions, the Contractor shall be notified at least thirty (30) days in advance of the date for which the ordinance or resolution becomes effective.

12.15 Successors and Assigns

This Contract shall be binding upon the Parties and their successors and assigns.

12.16 Corporate Authority

Each individual executing this Contract on behalf of a corporation or entity represents and warrants that he/she is duly authorized to execute and deliver this Contract on behalf of the corporation or entity.

12.17 Dispute Resolution

In order to have an administrative mechanism for promptly mediating Customer complaints regarding billing for or the collection of Garbage, Recyclables, or Compostables, the City and the Contractor agree as follows: 1) the Contractor shall first make a good faith effort to resolve a Customer's complaint; 2) in the event the Customer is not satisfied with the Contractor's resolution, the complaint shall be forwarded to the City's Public Works Director who shall resolve the complaint after discussing the matter with the Customer and the Contractor.

[Signatures on following page]

Agreed to as of this _____ day of _____, 2023:

CITY OF BURLINGTON, WA

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____
Name: _____
Title: Mayor
Date: _____

By: _____
Name: Jason S. Rose
Title: President
Date: _____

ATTEST

By: _____
Name: _____
Title: City Clerk
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: City Attorney
Date: _____

**EXHIBIT A
LIST OF CITY FACILITIES**

DEPARTMENT	ADDRESS
Sewer	900 S. Section St.
Bldgs/Grd	633 Sharon St.
Fire Dept.	350 Sharon St.
Police Dept.	311 Cedar St.
City Hall	833 S. Spruce St.
Library	820 E Washington
Parks/Rec.	900 E Fairhaven
Senior Ctr.	1011 Greenleaf
Street	951 S. Section
Parks Dept. Shop	951-A S. Section
Cemetery	11157 Gardner Rd.
Horseshoe Pits	1720 Whitmarsh
Visitor Center/Chamber of Commerce	520 E. Fairhaven
Skagit First Step Center	465 Pease Rd.

EXHIBIT B
SERVICE RATE SCHEDULE

City of Burlington		Rates effective 8/1/2023			
	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Total Service Fee
Weekly Residential Curbside Service	Garbage, one 20 gallon Contractor Cart	9.70	\$ 2.19	\$ 11.74	\$ 13.93
	Garbage, one 35 gallon Contractor Cart	16.97	\$ 3.82	\$ 15.70	\$ 19.52
	Garbage, one 64 gallon Contractor Cart	31.03	\$ 6.99	\$ 22.41	\$ 29.40
	Garbage, one 96 gallon Contractor Cart	46.55	\$ 10.49	\$ 28.74	\$ 39.23
	Recyclables Collection Single Family, one 64-gallon Contractor Cart				\$ 9.62
	Recyclables Collection Multi-Family Unit, one 64-gallon Contractor Cart				\$ 9.62
	Compostables (Yard Debris and Food Waste), one 96-Gallon Contractor Cart				\$ 13.94
	Miscellaneous fees, per occurrence.				Total Service Fee
	Garbage Extras (35 gallon equivalent) each	7.27	\$ 0.38	\$ 6.56	\$ 6.94
	Extras Recyclables (64 gallon equivalent) each				\$ 6.26
	Yard Debris Extras (32 gallon equivalent) each				\$ 6.53
	Carry out charge per Cart				\$ 6.29
	Delivery/Redelivery Fee				\$ 27.07
	Recyclables Contamination charge (per occurrence)				\$ 10.00
Weekly Residential Curbside Service for Senior/Disabled	Garbage, one 20 gallon Contractor Cart	9.70	\$ 2.19	\$ 8.39	\$ 10.58
	Garbage, one 35 gallon Contractor Cart	16.97	\$ 3.82	\$ 9.06	\$ 12.88
	Garbage, one 64 gallon Contractor Cart	31.03	\$ 6.99	\$ 15.77	\$ 22.76
	Garbage, one 96 gallon Contractor Cart	46.55	\$ 10.49	\$ 21.98	\$ 32.47
	Carry out charge (free, up to 50', see Contract 2.1.4)				
	Recyclables Collection, Senior/Disabled (64-gallon Contractor Cart.				\$ 4.71

On-Call Bulky Waste Collection	Item Collected	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee	
	White Goods, except refrigerators	150.00	\$ 7.80	\$ 78.56		\$ 86.36
	Refrigerators/Freezers	250.00	\$ 13.00	\$ 149.57		\$ 162.57
	Sofas, chairs	200.00	\$ 10.40	\$ 97.37		\$ 107.77
	Matresses	100.00	\$ 5.20	\$ 59.74		\$ 64.94
Weekly Commercial Cart	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Total Service Fee	
	Garbage, one 20 gallon Contractor Cart	9.70	\$ 2.19	\$ 12.07		\$ 14.26
	Garbage, one 35 gallon Contractor Cart	16.97	\$ 3.82	\$ 12.28		\$ 16.10
	Garbage, one 64 gallon Contractor Cart	31.03	\$ 6.99	\$ 16.83		\$ 23.82
	Garbage, one 96 gallon Contractor Cart	46.55	\$ 10.49	\$ 21.01		\$ 31.50
	Yard Waste Collection per container per customer					\$ 12.85
Commercial Detachable Contractor Owned Containers (loose)	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Rental Fee	Total Service Fee
	1 Cubic Yard, 1 pickup/week	88.94	\$ 20.04	\$ 61.13	\$ 15.66	\$ 96.83
	1 Cubic Yard, 2 pickup/week	88.94	\$ 40.08	\$ 122.43	\$ 15.66	\$ 178.17
	1 Cubic Yard, 3 pickup/week	88.94	\$ 60.12	\$ 183.70	\$ 15.66	\$ 259.48
	1 Cubic Yard, 4 pickup/week	88.94	\$ 80.16	\$ 244.95	\$ 15.66	\$ 340.77
	1 Cubic Yard, 5 pickup/week	88.94	\$ 100.20	\$ 306.26	\$ 15.66	\$ 422.12
	1 Cubic Yard, 6 pickup/week	88.94	\$ 120.24	\$ 367.51	\$ 15.66	\$ 503.41
	1.5 Cubic Yard, 1 pickup/week	133.41	\$ 30.06	\$ 75.30	\$ 17.39	\$ 122.75
	1.5 Cubic Yard, 2 pickup/week	133.41	\$ 60.12	\$ 150.76	\$ 17.39	\$ 228.27
	1.5 Cubic Yard, 3 pickup/week	133.41	\$ 90.18	\$ 226.12	\$ 17.39	\$ 333.69
	1.5 Cubic Yard, 4 pickup/week	133.41	\$ 120.24	\$ 301.62	\$ 17.39	\$ 439.25
	1.5 Cubic Yard, 5 pickup/week	133.41	\$ 150.30	\$ 377.02	\$ 17.39	\$ 544.71
	1.5 Cubic Yard, 6 pickup/week	133.41	\$ 180.36	\$ 452.40	\$ 17.39	\$ 650.15
	2 Cubic Yard, 1 pickup/week	177.88	\$ 40.08	\$ 87.86	\$ 20.87	\$ 148.81
	2 Cubic Yard, 2 pickup/week	177.88	\$ 80.16	\$ 175.88	\$ 20.87	\$ 276.91
	2 Cubic Yard, 3 pickup/week	177.88	\$ 120.24	\$ 263.86	\$ 20.87	\$ 404.97
	2 Cubic Yard, 4 pickup/week	177.88	\$ 160.32	\$ 351.84	\$ 20.87	\$ 533.03
	2 Cubic Yard, 5 pickup/week	177.88	\$ 200.40	\$ 439.81	\$ 20.87	\$ 661.08
	2 Cubic Yard, 6 pickup/week	177.88	\$ 240.48	\$ 527.84	\$ 20.18	\$ 788.50

Commercial Detachable Contractor Owned Containers (loose)	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Rental Fee	Total Service Fee
	3 Cubic Yard, 1 pickup/week	266.82	\$ 60.12	\$ 122.12	\$ 24.36	\$ 206.60
	3 Cubic Yard, 2 pickup/week	266.82	\$ 120.24	\$ 244.29	\$ 24.36	\$ 388.89
	3 Cubic Yard, 3 pickup/week	266.82	\$ 180.36	\$ 366.43	\$ 24.36	\$ 571.15
	3 Cubic Yard, 4 pickup/week	266.82	\$ 240.48	\$ 488.66	\$ 24.36	\$ 753.50
	3 Cubic Yard, 5 pickup/week	266.82	\$ 300.60	\$ 610.83	\$ 24.36	\$ 935.79
	3 Cubic Yard, 6 pickup/week	266.82	\$ 360.72	\$ 732.98	\$ 24.36	\$ 1,118.06
	4 Cubic Yard, 1 pickup/week	355.76	\$ 80.16	\$ 154.50	\$ 29.63	\$ 264.29
	4 Cubic Yard, 2 pickup/week	355.76	\$ 160.32	\$ 309.13	\$ 29.63	\$ 499.08
	4 Cubic Yard, 3 pickup/week	355.76	\$ 240.48	\$ 463.75	\$ 29.63	\$ 733.86
	4 Cubic Yard, 4 pickup/week	355.76	\$ 320.64	\$ 618.39	\$ 29.63	\$ 968.66
	4 Cubic Yard, 5 pickup/week	355.76	\$ 400.80	\$ 773.00	\$ 29.63	\$ 1,203.43
	4 Cubic Yard, 6 pickup/week	355.76	\$ 480.96	\$ 927.66	\$ 29.63	\$ 1,438.25
	6 Cubic Yard, 1 pickup/week	533.64	\$ 120.25	\$ 224.66	\$ 34.83	\$ 379.74
	6 Cubic Yard, 2 pickup/week	533.64	\$ 240.50	\$ 449.46	\$ 34.83	\$ 724.79
	6 Cubic Yard, 3 pickup/week	533.64	\$ 360.75	\$ 674.22	\$ 34.83	\$ 1,069.80
	6 Cubic Yard, 4 pickup/week	533.64	\$ 481.00	\$ 899.04	\$ 34.83	\$ 1,414.87
	6 Cubic Yard, 5 pickup/week	533.64	\$ 601.25	\$ 1,123.76	\$ 34.83	\$ 1,759.84
	6 Cubic Yard, 6 pickup/week	533.64	\$ 721.50	\$ 1,348.66	\$ 34.83	\$ 2,104.99
	8 Cubic Yard, 1 pickup/week	711.52	\$ 160.33	\$ 300.80	\$ 40.05	\$ 501.18
	8 Cubic Yard, 2 pickup/week	711.52	\$ 320.66	\$ 601.81	\$ 40.05	\$ 962.52
	8 Cubic Yard, 3 pickup/week	711.52	\$ 480.99	\$ 902.72	\$ 40.05	\$ 1,423.76
	8 Cubic Yard, 4 pickup/week	711.52	\$ 641.32	\$ 1,203.67	\$ 40.05	\$ 1,885.04
	8 Cubic Yard, 5 pickup/week	711.52	\$ 801.65	\$ 1,504.65	\$ 40.05	\$ 2,346.35
	8 Cubic Yard, 6 pickup/week	711.52	\$ 961.98	\$ 1,805.57	\$ 40.05	\$ 2,807.60
	Miscellaneous Fees (per occurrence):	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Total Service Fee	
	Extras (35 gallon equivalent) each	6.60	\$ 0.38	\$ 5.07		\$ 5.45
	Extra yardage	88.94	\$ 4.62	\$ 19.37		\$ 23.99

Commercial Detachable Contractor Owned Containers (loose)	Miscellaneous Fees (per occurrence):				Total Service Fee	
	Recyclables contamination charge				\$	25.00
	Return Trip				\$	31.68
	Roll-out Container over 15 feet				\$	5.63
	Disconnect/Connect Hydraulics				\$	5.17
	Unlock Container				\$	5.17
	Gate Opening				\$	5.17
Commercial Detachable Customer Owned Containers (loose)	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Total Service Fee	
	1 Cubic Yard, 1 pickup/week	88.94	\$ 20.04	\$ 61.13	\$	81.17
	1 Cubic Yard, 2 pickup/week	88.94	\$ 40.08	\$ 122.43	\$	162.51
	1 Cubic Yard, 3 pickup/week	88.94	\$ 60.12	\$ 183.70	\$	243.82
	1 Cubic Yard, 4 pickup/week	88.94	\$ 80.16	\$ 244.95	\$	325.11
	1 Cubic Yard, 5 pickup/week	88.94	\$ 100.20	\$ 306.26	\$	406.46
	1 Cubic Yard, 6 pickup/week	88.94	\$ 120.24	\$ 367.51	\$	487.75
	1.5 Cubic Yard, 1 pickup/week	133.41	\$ 30.06	\$ 75.30	\$	105.36
	1.5 Cubic Yard, 2 pickup/week	133.41	\$ 60.12	\$ 150.76	\$	210.88
	1.5 Cubic Yard, 3 pickup/week	133.41	\$ 90.18	\$ 226.12	\$	316.30
	1.5 Cubic Yard, 4 pickup/week	133.41	\$ 120.24	\$ 301.62	\$	421.86
	1.5 Cubic Yard, 5 pickup/week	133.41	\$ 150.30	\$ 377.02	\$	527.32
	1.5 Cubic Yard, 6 pickup/week	133.41	\$ 180.36	\$ 452.40	\$	632.76

Continued on the following page.

	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Total Service Fee	
Commercial Detachable Customer Owned Containers (loose)	2 Cubic Yard, 1 pickup/week	177.88	\$ 40.08	\$ 87.86		\$ 127.94
	2 Cubic Yard, 2 pickup/week	177.88	\$ 80.16	\$ 175.88		\$ 256.04
	2 Cubic Yard, 3 pickup/week	177.88	\$ 120.24	\$ 263.86		\$ 384.10
	2 Cubic Yard, 4 pickup/week	177.88	\$ 160.32	\$ 351.84		\$ 512.16
	2 Cubic Yard, 5 pickup/week	177.88	\$ 200.40	\$ 439.81		\$ 640.21
	2 Cubic Yard, 6 pickup/week	177.88	\$ 240.48	\$ 527.84		\$ 768.32
	3 Cubic Yard, 1 pickup/week	266.82	\$ 60.12	\$ 122.12		\$ 182.24
	3 Cubic Yard, 2 pickup/week	266.82	\$ 120.24	\$ 244.29		\$ 364.53
	3 Cubic Yard, 3 pickup/week	266.82	\$ 180.36	\$ 366.43		\$ 546.79
	3 Cubic Yard, 4 pickup/week	266.82	\$ 240.48	\$ 488.66		\$ 729.14
	3 Cubic Yard, 5 pickup/week	266.82	\$ 300.60	\$ 610.83		\$ 911.43
	3 Cubic Yard, 6 pickup/week	266.82	\$ 360.72	\$ 732.98		\$ 1,093.70
	4 Cubic Yard, 1 pickup/week	355.76	\$ 80.16	\$ 154.50		\$ 234.66
	4 Cubic Yard, 2 pickup/week	355.76	\$ 160.32	\$ 309.13		\$ 469.45
	4 Cubic Yard, 3 pickup/week	355.76	\$ 240.48	\$ 463.75		\$ 704.23
	4 Cubic Yard, 4 pickup/week	355.76	\$ 320.64	\$ 618.39		\$ 939.03
	4 Cubic Yard, 5 pickup/week	355.76	\$ 400.80	\$ 773.00		\$ 1,173.80
	4 Cubic Yard, 6 pickup/week	355.76	\$ 480.96	\$ 927.66		\$ 1,408.62
	6 Cubic Yard, 1 pickup/week	533.64	\$ 120.25	\$ 224.66		\$ 344.91
	6 Cubic Yard, 2 pickup/week	533.64	\$ 240.50	\$ 449.46		\$ 689.96
	6 Cubic Yard, 3 pickup/week	533.64	\$ 360.75	\$ 674.22		\$ 1,034.97
	6 Cubic Yard, 4 pickup/week	533.64	\$ 481.00	\$ 899.04		\$ 1,380.04
	6 Cubic Yard, 5 pickup/week	533.64	\$ 601.25	\$ 1,123.76		\$ 1,725.01
	6 Cubic Yard, 6 pickup/week	533.64	\$ 721.50	\$ 1,348.66		\$ 2,070.16
	8 Cubic Yard, 1 pickup/week	711.52	\$ 160.33	\$ 300.80		\$ 461.13
	8 Cubic Yard, 2 pickup/week	711.52	\$ 320.66	\$ 601.81		\$ 922.47
	8 Cubic Yard, 3 pickup/week	711.52	\$ 480.99	\$ 902.72		\$ 1,383.71
	8 Cubic Yard, 4 pickup/week	711.52	\$ 641.32	\$ 1,203.67		\$ 1,844.99
	8 Cubic Yard, 5 pickup/week	711.52	\$ 801.65	\$ 1,504.65		\$ 2,306.30
	8 Cubic Yard, 6 pickup/week	711.52	\$ 961.98	\$ 1,805.57		\$ 2,767.55

Commercial Detachable Customer Owned Containers (loose)	Miscellaneous Fees (per occurrence):				Total Service Fee
	Return Trip				\$ 31.68
	Roll-out Container over 15 feet				\$ 5.63
	Disconnect/Connect Hydraulics				\$ 5.17
	Unlock Container				\$ 5.17
	Gate Opening				\$ 5.17
Compacted Customer Owned Container	Service Level	Pounds Per Unit	Monthly Disposal Fee	Monthly Collection Fee	Total Service Fee
	1 yard FL Compactor	266.82	\$ 60.12	\$ 126.81	\$ 186.93
	2 yard FL Compactor	533.64	\$ 120.25	\$ 215.71	\$ 335.96
	3 yard FL Compactor	800.46	\$ 180.37	\$ 312.90	\$ 493.27
	4 yard FL Compactor	1,067.28	\$ 240.49	\$ 408.05	\$ 648.54
	5 yard FL Compactor	1,334.10	\$ 300.61	\$ 506.18	\$ 806.79
	6 yard FL Compactor	1,600.92	\$ 360.74	\$ 604.31	\$ 965.05
	Disconnect/Connect Fee per pickup FL Compactor				\$ 35.15
Drop-box Collection Customer Owned*	Service Level (based upon pick-ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
	Noncompacted 20 cubic yard Drop-box				\$ 229.41
	Noncompacted 30 cubic yard Drop-box				\$ 229.41
	Compacted 10 cubic yard Drop-box				\$ 270.80
	Compacted 20 cubic yard Drop-box				\$ 270.80
	Compacted 30 cubic yard Drop-box				\$ 270.80
	Compacted 40 cubic yard Drop-box				\$ 270.80
Drop-box Collection Contractor Owned*	Service Level (based upon pick-ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
	Noncompacted 20 cubic yard Drop-box		\$ 106.95	\$ 102.53	\$ 229.41
	Non-compacted 30 cubic yard Drop-box		\$ 129.60	\$ 102.53	\$ 229.41
	Compacted 10 cubic yard Drop-box		\$ 454.24	\$ 102.53	\$ 270.80
	Compacted 20 cubic yard Drop-box		\$ 517.96	\$ 102.53	\$ 270.80
	Compacted 30 cubic yard Drop-box		\$ 581.66	\$ 102.53	\$ 270.80

Drop-box Temporary Collection	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Delivery Charge	Haul Charge
	1.5 cubic yard detachable container	133.41	\$ 6.94	\$ 30.57	\$ 45.27	\$ 41.77
	2 cubic yard detachable container	177.88	\$ 9.25	\$ 32.01	\$ 45.27	\$ 46.97
	3 cubic yard detachable container	266.82	\$ 13.87	\$ 37.03	\$ 45.27	\$ 59.42
	4 cubic yard detachable container	355.76	\$ 18.50	\$ 41.65	\$ 45.27	\$ 71.56
	6 cubic yard detachable container	533.64	\$ 27.75	\$ 52.10	\$ 45.27	\$ 97.00
		Daily Rental Fee				
	1.5 cubic yard detachable container	\$ 1.83				
	2 cubic yard detachable container	\$ 2.18				
	3 cubic yard detachable container	\$ 2.37				
	4 cubic yard detachable container	\$ 2.88				
	6 cubic yard detachable container	\$ 3.43				
Drop-box Temporary Collection*	Service Level	Daily Rental Fee	Delivery Charge	Haul Charge		
	Noncompacted 20 cubic yard Drop-box	\$ 5.62	\$ 86.94	\$ 229.56		
	Noncompacted 30 cubic yard Drop-box	\$ 7.61	\$ 86.94	\$ 229.56		
	Miscellaneous Fees (per occurrence):					
	Return Trip					\$ 31.68
	Mileage					\$ 4.44
	Stand-by Time (per minute)					\$ 2.76
	Drop-box turn around charge					\$ 27.99
*Applicable disposal fees will be assessed at 15% more than the gate rate at the appropriate disposal site.						\$ 119.60
Hourly Rates	Service Level	Hourly Fee				
	Rear/side-load packer + driver	\$ 190.00				
	Front-load packer + driver	\$ 190.00				
	Drop-box Truck + driver	\$ 190.00				
	Additional Labor (per person)	\$ 75.00				

EXHIBIT C LIQUIDATED DAMAGES

Missed collection that is not collected within a 24-hour period after being notified:	\$50.00 per incident to a maximum of \$500 per truck, per day.
Repetition of complaints on a route after notification to replace can or detachable container in designated locations, spilling, not closing gate, crossing planted areas, or similar violations:	\$25.00 per incident, to a maximum of \$500 per truck, per day.
Commencement of residential collection prior to 6:00 AM or after 10:00 PM. Also applies in other areas within 300 feet of residential sections.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spillage consistent with the provisions of this Contract (except where caused by overloading by the customer).	\$25.00 per incident.
Collection from residential premises on other than the day specified without appropriate notice as specified in this Contract.	\$25.00 per structure, to a maximum of \$750.00 per truck, per day.
Failure to collection within twenty-four (24) hours after notification of a missed collection of an entire block segment of 1-4 unit residences. (This excludes collection days prevented by snow and ice, holiday rescheduling, and construction).	\$150.00 per block segment.
Collection of material set out for pick up under different collection program, if clearly marked for recycling or charitable purposes, if self-evident.	\$25.00 per incident, to a maximum of \$750.00 per truck, per day.
Failure to deliver recyclable materials or yard waste containers within seven (7) business days of notice.	\$10.00 per container, per day.
Misrepresentation by Contractor of records.	\$250.00 per incident report.
Failure to clean or replace detachable containers within seven (7) business days of notification by the City.	\$25.00 per container, per day.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$25.00 per vehicle, to a maximum of \$100.00 per visit.
Landfilling uncontaminated Recyclables or Compostables.	\$100.00 per ton with no maximum; minimum of \$100.00 per incident.

Pursuant to Section 12.8 of the Contract, labor disturbances, such as strikes and lockouts, are Force Majeure events. However, notwithstanding Section 12.8, the City may assess the first liquidated damage item listed above for missed collections due to labor disturbance Force Majeure events if make-up collections are not performed within seven (7) days from the 24-hour make-up collection deadline.

EXHIBIT D RECYCLABLES LIST

Contractor reserves the right, upon notice to the City, to reclassify Recyclable Materials as non-Recyclable Materials for such period of time that the cost to process, transport, and market such materials exceeds its then-current market value.

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
Glass	<ul style="list-style-type: none"> Food or beverage containers 	Remove lids; empty of all food or liquids. Labels do not need to be removed.	Leaded glass, window glass, broken dishes, ceramics
Paper	<ul style="list-style-type: none"> Office paper, copy paper, construction paper Newspaper, magazines, catalogues, and paper inserts Mail and paper inserts Envelopes Kraft paper bags or boxes Cereal, cookie, and cracker boxes Paper towel and toilet paper tubes Tissue boxes Non-foil wrapping paper 	Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper, stickers, labels, photos, carbon paper, receipts, paper affixed to magnets; wax or poly-coated cups, cartons, or aseptic containers; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue; paper cups or milk cartons
Cardboard	<ul style="list-style-type: none"> Cardboard boxes Cardboard packaging Cardboard beverage ‘flats’ or nursery ‘flats’ 	Flatten all cardboard. Remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Oversized cardboard can be placed next to card/container. Must be dry.	Waxed cardboard, wet cardboard
Metal	<ul style="list-style-type: none"> Aluminum cans 	Remove all exterior packaging; remove lids; empty of all food or	Aluminum foil and trays; sharp or greasy metal; batteries; propane tanks, microwaves;

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
		liquids. Labels do not need to be removed.	electrical cords; cell phones; car snow chains; empty aerosol cans; metal appliances; computers; televisions; florescent bulbs; fuel tanks; computers; TVs; syringes/sharps/needles unless; or Hazardous Waste
Plastic	<ul style="list-style-type: none"> • PET/PETE bottles (#1 plastic) • HDPE bottles/jugs (#2 plastic) • Dairy tubs, e.g. butter, yogurt, cottage cheese (#5 plastic) 	Plastic bottles with plastic screw-on lids are okay <u>if</u> lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids or other debris. Labels do not need to be removed.	#3, #4, #6 & #7 plastics, plastic bags, plastic cups, plastic film; plastic bottles that contained HHW listed materials; deli, bakery and produce clamshell containers; loose lids – any size; plant trays; PVC; large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.); hoses; landscaping/sprinkler tubing; plastic berry containers; or foam cups.

Waste Management (WM) Contract with Burlington

August 1, 2023

Residential Garbage & Recycling Rates

Weekly Garbage Collection	Current Contract Rates Eff	New Contract Rates Eff- 8/1/2023	2023 N. King County WUTC Rates
20-gallon cart	\$10.32	\$13.93	\$17.05
35-gallon cart	\$14.46	\$19.52	\$19.47
64-gallon cart	\$21.78	\$29.40	\$28.67
96-gallon cart	\$29.06	\$39.23	\$37.93
Recycling EOW (64-gallon cart)	\$5.56	\$9.62	\$11.32
YW weekly Mar - Nov Every other week Dec – Feb (96-gallon cart)	\$12.12	\$13.94	\$10.90

Commercial Garbage Rates (various examples)

Weekly Garbage Collection	Current Contract Rates Eff	New Contract Rates Eff-8/1/2023
96-gallon cart	\$29.72	\$31.50
1 cubic yard, 1 pickup per week	\$91.35	\$96.83
3 Cubic Yard, 1 pickup per week	\$194.90	\$206.60
YW weekly Mar - Nov Every other week Dec – Feb (96-gallon cart)	\$12.12	\$12.85

***In some parts of the UTC commercial/multifamily recycling & yard waste collection is not available**

Fast Facts – New Contract

- Included in these rates, the City of Burlington includes a quarterly city fee of 6.4% of gross revenues.
- Weekly Residential Curbside Service for Senior/ Disabled Discounted Rate
- Rates listed are monthly for weekly garbage, recycle and yard waste services
- New compressed natural gas (CNG) trucks
- Annual support of the Burlington Berry Days
- No charge collection of Garbage, Recyclables and Yard Waste to City-owned facilities
- The CPI represents changes in prices of all goods and services purchased for consumption by urban households. 12-month rolling averages, June 2023:
 - Water Sewer Trash - WST CPI 5.1%
 - Consumer Price Index - CPI-Urban 6.3%
 - G&T CPI 6.4%