

February 4, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

4:00-5:00 p.m. Solid Waste Collection Contract Update

Presenters: Tanya Gray, Solid Waste Supervisor, 487-7163; Rich McConaghy, Environmental Resources Manager, 487-7165; Brian Carlson, Public Works Director, 487-8131

Summary

Public Works staff provided Council with an update on the negotiation process with the City's solid waste collection vendor, an overview of proposed updates and extension of the existing contract, and next steps.

5:00-6:00 p.m. The Heights District Plan Update

Presenters: Rebecca Kennedy, Long Range Planning Manager, 487-7896; Teresa Brum, Economic Development Division Manager, 487-7949; Mark Sindell, Principal, GGLO; Keith Walzak, Director, VIA Architecture

Summary

City staff provided Council with an update on The Heights District planning process and introduced Council to the project consultants, who presented the details of a preferred design alternative for subarea.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Turlay, Hansen, Mayor McEnery-Ogle

Absent: None

Approval of Minutes

Minutes - January 14, 2019

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of January 14, 2019.

Proclamation: Black History Month

Mayor McEnery-Ogle read and presented a proclamation to Jasmine Rucker Tolbert, Vice President of the Vancouver chapter of the NAACP, proclaiming February 2019 as Black History Month.

Citizen Communication (Items 1-2)

Mayor McEnery-Ogle opened the Citizen Communication and received the following testimony:

- Hector Hinojosa, representing Community Roots Collaborative, spoke in support of Item 1 and expressed gratitude for the City's support of homelessness and affordable housing efforts in the community.
- Roy Johnson, Executive Director of Vancouver Housing Authority (VHA), spoke in support of Item 1 and noted that the VHA has been able to greatly advance its projects due to the support from the Affordable Housing Fund.

There being no further testimony, Mayor McEnery-Ogle closed the Citizen Communication.

Consent Agenda (Items 1-2)

Motion by Councilmember Hansen, seconded by Councilmember Turlay, and carried unanimously to approve the items of the Consent Agenda.

1. **Affordable Housing Fund: 2018-2019 Housing Production & Preservation Projects**

Staff Report 024-19

Summary

The Affordable Housing Fund is in its third year of levy collection and second year of project spending. On January 28, 2019, staff presented Affordable Housing Fund award recommendations to City Council for Housing Production and Preservation projects. This award cycle combines 2018 and 2019 funds, making a total of \$6.04 million available for units supporting households earning up to 50% of area median income (AMI).

Applicants were allowed to request up to \$50,000 per unit at 50% AMI with a maximum project request of \$850,000. The City received 15 applications from both nonprofit and for-profit developers. A 12-person committee with expertise in finance, development, property management and community services reviewed the applications and made funding recommendations.

The recommendations include \$5,690,000 awarded to fifteen projects (see attached project list). The remaining \$350,000 is a contingent award and will be provided to the Community Roots Collaborative Development and/or Veterans Village if these projects secure other funding to move forward.

The proposed awards would support a total of 513 new or preserved housing units, including 352 units serving households at or below 50% AMI. Ten of the proposals are new construction or acquisition projects that will result in new units available to very low-income households. The remaining five projects are rehabilitation of existing income-based apartments.

Request: Approve the funding awards for 2018-2019 Housing Preservation and Production projects to support fifteen community projects.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Motion approved the request.

2. **Approval of Claim Vouchers**

Request: Approve claim vouchers for January 28, 2019.

(Copy available upon request.)

Motion approved claim vouchers for February 4, 2019, in the amount of \$6,229,685.84.

Public Hearings (Item 3)

3. Academy Development Agreement Extension

Staff Report 011-19

AN ORDINANCE approving an extension of a development agreement between the City of Vancouver and Providence Academy, LLC and Academy Development, LLC related to the Academy Property and providing for an effective date.

Summary

The Academy property contains a large area of unimproved (gravel) surface that has been used for parking for a number of years. In order to promote improvement of unimproved parking lots in the downtown, the City's land use code (VMC 20.630) contains a requirement to bring such substandard parking lots up to current city standards no later than December 31, 2015, or be discontinued for parking. Current city standards include paving, striping, curbs or wheel stops, storm water management facilities, lighting, and landscaping with irrigation.

In 2016, the applicant entered into a development agreement to allow the unimproved parking to remain until the property can be redeveloped. The development agreement expired December 31, 2018. The applicant has made progress on upgrading the parking to comply with the development agreement. The Aegis development was recently approved that will occupy 2.2 acres along C Street. The development will remove unimproved parking from the Academy campus and replace with new buildings and paved surface parking that complies with current code. Construction is anticipated to commence next year. In addition to Aegis, another phase of development is planned for the northeastern area of the campus. The Historic Trust desires additional time to allow the unimproved parking to remain while the planning and redevelopment of the site can take place. The northeastern area contains historic structures including the smoke stack and the laundry/boiler building and the Historic Trust desires to have adequate time to investigate the feasibility of retaining these structures.

Request: On Monday, February 4, 2019, subject to second reading and public hearing, approve ordinance.

Keith Jones, Senior Planner, 487-7887; Brent Boger, Assistant City Attorney, 487-8500

Councilmember Glover recused herself from discussion and action on this item, as she sits on the board of directors for The Historic Trust.

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Keith Jones, Senior Planner, provided an overview of the proposed development agreement extension.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to approved Ordinance M-4263.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:04 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

February 11, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

Councilmember Turlay was absent from workshops

5:30-6:00 p.m. Downtown Parking Strategy Update

*Presenters: Chad Eiken, Community & Economic Development
Director, 487-7882*

Summary

Staff provided Council with an update to the Downtown Parking Strategy and proposed next steps.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

COUNCIL CONSENT AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnery-Ogle

Absent: Councilmember Turlay

Motion by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to excuse Councilmember Turlay.

Citizen Communication (Items 1-5)

Mayor McEnerny-Ogle opened the Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-5)

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the Consent Agenda.

1. Hearing Examiner reappointments

Staff Report 025-19

Summary

The City of Vancouver currently has contracts with Sharon Rice as Hearings Examiner and Joe Turner as Hearings Examiner Pro Tem to conduct land use hearings as well as code compliance and tree appeals. Both were appointed to one-year terms in February 2018. VMC 2.51 authorizes City Council to appoint hearings examiners to one-year terms. The term for Sharon Rice, Hearings Examiner, and Joe Turner, Hearings Examiner Pro Tem, are about to expire.

Planning and Code Compliance staff have been satisfied with the performance of Ms. Rice over the last year. Ms. Rice conducted 19 hearings in 2018 consisting of 15 land use hearings, three tree appeals hearings and one code compliance appeal hearing. Mr. Turner conducted two hearings in 2018 consisting of two land use cases.

Ms. Rice is currently compensated at the rate of \$165.00 per hour and Mr. Turner is compensated at a rate of \$160.00 per hour. Neither is requesting an increase.

Request: Authorize the City Manager or his designee to sign the amendments to continue Hearings Examiner services for one year with Sharon Rice as Hearing Examiner, and Joe Turner as Hearing Examiner Pro Tem.

Greg Turner, Land Use Manager, 487-7883

Motion approved the request.

2. **Accept and execute a Conservation Futures Interlocal Agreement and Deed of Right for Fenton Community Park, for grant acquisition reimbursement funds**

Staff Report 026-19

Summary

The Clark County Conservation Futures (CF) Program levy was adopted by the Board of County Commissioners in 1985 as authorized by RCW 84.34.200. The primary purpose of the program is to create an interconnected greenway system throughout the County to protect lands valued for habitat, scenic corridors, recreation and other qualities that enhance the environmental integrity and livability of our community. The program has provided more than \$3 million in support of parks and open space within the City of Vancouver alone, including portions of the Burnt Bridge Creek Greenway, East Biddle Lake, Vancouver Lake Lowlands, Mimsi Marsh, Columbia Grove, and Fisher's Landing. These resources allowed the City to leverage local funds to stimulate additional support of park and open space acquisition, development, and resource restoration city wide.

Built into the most recent CF bond completed in 2018 is an annual allocation of \$250,000 for new projects. The rest of the \$7 million in bond revenues were committed to projects approved by County Council in 2017. The city grant application requests the 2019 allocation be awarded to support the Fenton acquisition, and in the event any previously committed projects are not realized, the City asks for the opportunity to apply for additional funding for this project if resources are available.

On January 11, 2019, the Clark County Parks Advisory Board made a determination that the Fenton project is consistent with the goals of the CF Program and forwarded a unanimous recommendation to the Clark County Council for approval of the grant request.

Per the CF grant process, an Interlocal Agreement (ILA) must be executed to accept grant funding. The ILA specifies that the land be retained and managed in a manner consistent with the original intent of the grant program by committing the site to public outdoor recreational and open space purposes in perpetuity by recording a Deed of Right (DOR). The attached Agreement is consistent with standard requirements, and execution will enable Parks staff to initiate the reimbursement process.

Request: Accept and authorize the City Manager, or his designee, to execute the Conservation Futures ILA and Deed of Right for acquisition of Fenton Community Park.

Monica Tubberville, Senior Planner, 487-8353

Motion approved the request.

3. **Garbage, Yard Debris/Organics and Recycling Collection Rate Modifications and Other Solid Waste Code Updates to be effective April 1, 2019**

Staff Report 027-19

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and Titles 5.94 and 6.12 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 5.94.020, 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213; providing for severability; and establishing an effective date.

Summary

City Council is the rate-making authority for garbage, residential recycling, and yard debris/organics collection services within the City of Vancouver. The City contracts with a private hauling company, Waste Connections of Washington, to provide comprehensive garbage, recycling and yard debris collection services to residents and businesses within city limits. The existing contract, last updated on June 1, 2009, is scheduled to expire on January 31, 2020. In response to City Council direction, City staff has negotiated with Waste Connections and prepared a draft contract for City Council consideration. The contract is presented as a separate item on the February 25 agenda and a draft of the new contract is attached to the February 11 staff report. If the new contract is approved, then the full set of rate adjustments included in the subject ordinance are needed to implement the new contract on April 1, 2019. If the contract is sent back for revision or a decision is made to issue an RFP, then the ordinance would need to be modified, in which case, staff will come back to a future meeting with appropriate changes focused primarily on the new curbside and multifamily “recyclables processing surcharges”.

Recyclables Processing Surcharge/Reduced Revenue from Sale of Recyclables

The rate change of most consequence to single-family curbside and multi-family recycling customers is a new “recyclables processing surcharge” of \$1.77 per month for single-family households and \$0.78 per month per unit for multi-family complexes. This surcharge is independent of the new Waste Connections contract; however, there is also a \$0.19 per month added cost for single-family curbside recycling that is linked to the new contract and is explained further in the following section below. Clark County is expected to approve a \$68.91 per ton processing fee on

residential recycling tons delivered to the West Van Material Recovery Center effective March 1, 2019. The calculated pass-through surcharge will not apply to City customer bills until April 1; consequently the monthly charge for the remainder of the year will be slightly higher than if the effective date was also on April 1. City staff worked closely with Clark County Public Health, Columbia Resource Company and Waste Connections to review and analyze the rationale and calculations for these surcharges and believes the amount of the fees are reasonable and appropriate to address the need for slower processing speeds and increased staffing at the processing facility as a means of responding to the changes in global recycling markets over the last year and a half. As reported in August when staff previewed this topic, recycling continues to be marketed, mostly domestically; however, revenue is much lower than in the past and this is recognized through changes to the new contract, discussed below, and also is a factor in establishing the new surcharge. Note that the surcharge varies between single-family and multi-family service due to variation in the typical volumes set out on an annual basis (554 pounds per year for single-family and 245 pounds per year for multi-family units).

Currently single-family customers' bills for garbage service include \$3.01 per month for required recycling service. With the change in the contract and as a result of reduced revenue received by the City from the sale of processed materials, the City has reduced its per ton payments to Waste Connections from \$39.50 per ton to \$10.00 per ton of recyclables collected. This increases by \$0.69 per month the portion of collection costs that single-family residents pay; however, Waste Connections has agreed to partially offset the increase by \$0.50 per household per month. So the net increase to the basic single-family fee is \$0.19 per month effective April 1 bringing the cost to \$3.20 per month which is included in the monthly garbage fee tied to the level of service. The recyclables processing fee surcharge discussed above (\$1.77/month) is added to this amount and will be identified separately on the bill – the total single-family recycling charge with the surcharge is \$4.97 per month. For multi-family complexes the recycling fee is currently at \$1.29 per month and does not change because Waste Connections is offsetting the increase by \$0.20; however, the \$0.78 surcharge will bring the total cost to \$2.07 per month for multi-family units.

Organics Rates

A key new service in the contract is for expansion of the existing subscription-based every-other-week yard debris program (offered at the curb for residential customers) to include food scraps. This will be implemented six months after the new contract starts (October 1) allowing six months for planning, and development of outreach information. The fee for Organics collection (combined food scraps and yard debris) will be the same \$7.43 per month as the current yard debris only program (96-gallon volume). Rates will also be offered for reduced volumes of residential

organics: \$6.43 per month for 64-gallons, \$5.43 for 32-gallons, and \$4.43 for 20-gallons. Once full Organics collection is offered the current “on-call” yard debris option/rate will no longer be offered. Commercial and multi-family Organics collection service at the curb will also be offered, beginning October 1, with the every-other-week option rate set at \$8.26 per month and a weekly option rate set at \$16.52 per month. Additional fees established for container garbage service will apply for those commercial or multi-family customers opting not to set carts at the curb. New drop box hauling rates, \$105.86 for non-compacted and \$117.62 for compacted, are also established for commercial customers selecting that service option, other existing drop box fees would apply when used.

Optional Commercial Recycling Pilot Program

The City has worked with Waste Connections over the last ten years to implement and expand a popular optional pilot commercial recycling program and has fully subsidized recycling service with carts, or up to a 3 cubic yard container, at a cost of \$26.00 per month per business serviced. With the new contract, the City’s pilot program is being modified and the City subsidy will reduce to \$15.00 per month so that the participating businesses, if they choose to continue the service, will be asked to pay the balance, around \$11.00 per month; however, that fee may go up or down throughout the year in response to market fluctuations and material processing costs.

Services to Customers in Space Constrained areas – Space Saver and Seven Day Service Rates

Areas in Vancouver that include the historic downtown and newer mixed use zones aim to maximize space and create areas that are pleasant for both living, working and recreating. These designs may result in enclosures or garbage rooms in densely developed areas that lack sufficient space to store and service larger volume garbage containers. With less room, customers may require more frequent collection of a smaller-sized container(s). This design results in higher costs under the regular container rate schedule. New rates are established with the new contract to provide “space saver” rates for those locations where solid waste storage is identified as a significant challenge; thereby reducing the disincentive that some generators have reported under the existing linear rate structure. The rates are intended to encourage frequent removal of garbage and discourage storage of large containers in areas where aesthetics are important due to the mixed use design. The space saver rates offer an average of 14 percent savings over the regular container rates but still require the businesses to pay a 10 percent premium (embedded in the rates being adopted) over what they would pay with a larger container and less frequent pickups, were the site conducive to using a larger container. Effective January 1, 2020, commercial container rates will increase by 0.5

percent to offset the cost of efficiently servicing the space constrained locations. It is anticipated that the space saver rates will apply to 10 percent of the customers. New rates for sites requiring seven days per week service are also created through the ordinance. Under the new contract, Waste Connections agrees to collect on Sundays where this is required to best meet customer needs.

Summary

Other changes within the code either refine definitions or provide needed clarifications to be consistent with terms of the proposed new Contract for Waste Connections of Washington. There are also a few other minor housekeeping changes unrelated to the contract. These are shown as edits to the existing code within the ordinance.

Staff recommends modifying customer rates as detailed in the ordinance. Unless noted within the sections (as for organics services) all adjustments will be effective April 1, 2019.

Request: On Monday, February 11, 2019, approve ordinance on first reading, setting date of second reading and public hearing for Monday, February 25, 2019.

Tanya Gray, Solid Waste Supervisor, 487-7163

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Motion approved the request.

4. Appointments to the Salary Review Commission

Request: Appoint Gail Czech and Briana Rygg to the Salary Review Commission, terms beginning immediately and expiring Dec. 31, 2022.

Councilmembers Turlay, Stober, Lebowsky

Motion approved the request.

5. Approval of Claim Vouchers

Request: Approve claim vouchers for February 11, 2019.

(Copy available upon request.)

Motion approved claim vouchers for February 11, 2019, in the amount of \$4,859,020.66.

Citizen Forum

Mayor McEnerny-Ogle opened the Citizen Forum at 6:33 p.m. and received the following testimony:

- Thom McCarthy, Vancouver, expressed concerns about a milfoil invasion in the lake and requested the City's support in addressing the issue
- Ted Gathe, representing Friends of Vancouver Lake, presented Council with a diagram outlining the milfoil problem in Vancouver Lake and explained that Friends of Vancouver Lake is advocating to State agencies that work to be completed to address the issue this year. He requested the Council's support in the group's advocacy efforts.
- Alan Stewart, director of the Vancouver Lake Rowing Club and representing Friends of Vancouver Lake, expressed concerns about the milfoil invasion of Vancouver Lake and the economic impact it could have by severely limiting aquatic activities that bring in large groups of people.
- Stephen Wille, Vancouver, expressed concerns about the ecological changes of Vancouver Lake in recent years and urged the Council to support the development of a lake management plan.
- Dale Chambers, Vancouver, stated housing needs to be provided for Clark County jail inmates who have no housing to transition to after being released.
- Jennifer Benak, Kalama, Washington, urged the Council to pass an ordinance banning the sale of puppies in retail stores.
- Richard Benak, Kalama, Washington, urged the Council to pass an ordinance banning the sale of puppies in retail stores.
- Scott Weston, resident of the Hough Neighborhood, spoke in opposition to the proposals in the Westside Bike Mobility project, expressing concerns about the elimination of on-street parking.
- Monica Omelina, resident of the Hough Neighborhood, spoke in opposition to the proposals in the Westside Bike Mobility project, expressing concerns about the elimination of on-street parking and changing the historic character of the neighborhood.
- Shawn Brownfield, Vancouver, spoke in support of the Westside Bike Mobility project in general and protected bike lanes.

- Scott Murphy, Vancouver, expressed concerns about the data informing the Westside Bike Mobility project and about the potential elimination of on-street parking in the Hough Neighborhood. He urged the City to exercise more sensitivity to the parking situation in the neighborhood as the project moves forward.
- Julie Glasgow, Vancouver, spoke in support of increased safety for cyclists but expressed concerns about the current proposals in the Westside Bike Mobility project and the potential elimination of on-street parking.
- Devin Bowen, Ridgefield, Washington, spoke in support of the Westside Bike Mobility project and the City planners working on the project. He encouraged the Council to move the project forward, recognizing there will be further revisions to the proposals.
- Scott Yeager, Vancouver, spoke in support of the Westside Bike Mobility project in general and protected bike lanes, noting that Vancouver is currently not a safe place for cycling.
- Steve Valenta, Vancouver, spoke in support of the Westside Bike Mobility project and the promotion of new options for people to travel to downtown Vancouver.
- Jason Poindexter, Vancouver, spoke in support of the Westside Bike Mobility project, and stated any opportunities to lesson unsafe conditions for Vancouver residents should be seriously considered.
- Luke Kelly, Vancouver, cited statistics that cycling is down in Portland and Seattle, and urged the City to find more of a balance without eliminating on-street parking before making an investment in bike facilities.
- Steve Hennessy, Vancouver, expressed concerns about the public outreach surrounding the Westside Bike Mobility project and what seems like a lack of transparency to the neighbors of the impacted areas.
- Miltie Lloyd, Vancouver, spoke in opposition to the proposals in the Westside Bike Mobility project, expressing concerns about the elimination of on-street parking and the lack of neighborhood representation on the planning committee for the project.
- Mary Lou Putnam, Vancouver, expressed support for the development of protected bike facilities in west Vancouver, but expressed concerns about the confusion in the neighborhood and the elimination of on-street parking.
- Steve Putnam, Vancouver, expressed concerns about the public outreach surrounding the Westside Bike Mobility project and what seems like a lack of transparency to the neighbors of the impacted areas.
- Glen Young, Vancouver, expressed concerns about the public outreach

surrounding the Westside Bike Mobility project and what seems like a lack of transparency to the neighbors of the impacted areas.

- Lori Pugh, representing the Clark County Veterans Assistance Center, spoke in opposition to the proposals in the Westside Bike Mobility project, expressing concerns about the elimination of on-street parking, which she stated would put the Assistance Center out of business if it was implemented.
- Rachel Ferraris, resident of the Carter Park Neighborhood, spoke in support of protected bike lanes but expressed concerns about proposed elimination of on-street parking.
- Bryan Miller, resident of the Hough Neighborhood, stated he had mixed-feelings about the proposal from the Westside Bike Mobility project, as he is a supporter of the cycling community and a proponent of separated bike lanes, but he feels the plan has not considered impacts to livability and respecting the host neighborhoods through which the bike lanes would run. He encouraged the City to revisit the plan and find other options.
- Ken Williams, Vancouver, expressed broad support for the Westside Bike Mobility project, noting that Complete Streets and this project are about building opportunities for alternate modes of transportation, such as mobility scooters, not just bikes. He stated the City owns the streets and allocates the usage and therefore must make the difficult decision on this project.

Michael McClafferty, resident of Hough Neighborhood and business owner in Uptown Village, stated he had mixed-feelings about the proposal from the Westside Bike Mobility project, as he is a supporter of the cycling community and active in Uptown Village, but he expressed concerns about the public outreach surrounding the Westside Bike

- Mobility project and the lack of transparency for the neighbors who will be impacted.

Jan Verrinder, Vancouver, spoke in support of the Westside Bike Mobility project and the planning team working on it. She stated a lot of new cyclists would like to ride but are afraid to because of the lack of

- safety. She urged the Council to support this project as a step toward implementing the City's Complete Streets policy.

Gail Bosshart, resident of the Carter Park Neighborhood, stated she

- supports protected bike lanes but urged the City to work with everyone and find a balanced solution.

Nancy Carter, Vancouver, noted that the Hough Neighborhood is listed by Washington State as a historic neighborhood, and she expressed concerns that the addition of barriers for protected bike lanes would

- detract from the historic character of the neighborhood. She urged the City to find an equitable solution that does not leave out the residents.

Westside Bike Mobility project, especially potential elimination of off-street parking, and expressed concerns about how C-TRAN bus routes could be impacted by the elimination of the parking.

- Jennifer Hatcher, Vancouver, expressed concerns about the public outreach surrounding the Westside Bike Mobility project and urged the City to enforce speed limits along Columbia rather than installing bike facilities.
- Cameron Preas, resident of Hough Neighborhood, stated he supports safe bike facilities but they need to be balanced with parking needs. He urged the City to include all stakeholders in the planning process to find a compromise.
- Madeleine von Laue, Vancouver, spoke in support of the Westside Bike Mobility project and the planning team working on it. She stated that a lack of parking can be mitigated, and that cyclists have a right to have equal access to public streets.
- Chandra Runnels, Vancouver, stated that safety for cyclists is important but the impacts to residents living along the proposed routes in the Westside Bike Mobility project need to be considered. She also expressed concerns about the studies being referenced in the project and urged the City to find better comparables.
- Justin Forsman, Vancouver, expressed concerns about the use of glyphosate for vegetation management in parks, and about potential implementation of 5G technology by wireless providers.

There being no further testimony, Mayor McEnerny-Ogle closed the Citizen Forum at 8:19 p.m.

Adjournment

8:20 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

January 28, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

Mayor McEnery-Ogle, Councilmember Turlay absent from workshops

3:30-4:00 p.m. Lodging Tax

Presenters: Natasha Ramras, Chief Financial Officer, 487-8484

Summary

Staff provided Council with an overview of the lodging tax and how it relates to lodging tax grants funded by the City and awarded to community organizations. Staff presented Council with options regarding the funding formula for grant awards.

4:00-5:00 p.m. Affordable Housing Fund: 2018-2019 Housing Production & Preservation Projects

Presenters: Peggy Sheehan, Community Development Programs Manager, 487-7952; Danell Norby, Community Development Coordinator, 487-7953; Chad Eiken, Community & Economic Development Director, 487-7882

Summary

Staff provided Council with an update on the projects funded to date by the Affordable Housing Fund, and an overview of the proposed project list for 2019.

5:00-6:00 p.m. The Vine Mill Plain Bus Rapid Transit (BRT)

Presenters: Scott Patterson, C-TRAN Chief External Affairs Officer; Randy Parker, C-TRAN Senior Transit Planner; Shawn Donaghy, C-TRAN CEO

Summary

C-TRAN staff provided Council with a status update on the Mill Plain Bus Rapid Transit (BRT) project and presented details about a proposed locally preferred alternative.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

Pledge of Allegiance

Councilmember Oaths of Office: Laurie Lebowsky, Erik Paulsen

Judge David Gregorson administered the oaths of office for Councilmembers Laurie Lebowsky and Erik Paulsen.

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor Pro Tem Bart Hansen in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Hansen

Absent: Councilmember Turley, Mayor McEnery-Ogle

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to excuse Councilmember Turley and Mayor McEnery-Ogle.

Approval of Minutes

Minutes - January 7, 2019

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of January 7, 2019.

Proclamation: Seniors Aging in Place Day

Mayor Pro Tem Hansen read and presented a proclamation to Helen Elder,

representing Villages Clark County, proclaiming January 28, 2019, as "Seniors Aging in Place Day."

Citizen Communication (Items 1-11)

Mayor Pro Tem Hansen opened Citizen Communication and, receiving no testimony, closed the Citizen Communication.

Consent Agenda (Items 1-11)

Council requested Item 4 be pulled from the Consent Agenda for separate consideration.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve Items 1-2 and 5-11 of the Consent Agenda.

1. 2018 Resurfacing Project, construction acceptance and release of retainage

Staff Report 015-19

Summary

The project paved approximately 19 lane miles on city streets. The original construction contract bid amount was \$3,609,063.50. Minor field adjustments during construction decreased the contract amount 4.2% to \$3,458,511.95. Tapani, Inc. of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. An apprenticeship goal of 5% was set for this project. The Contractor achieved an actual Apprenticeship Utilization of 10.5%.

Request: On January 28, 2019, accept the 2018 Resurfacing Project as constructed by Tapani, Inc. of Battle Ground, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 487-7790

Motion approved the request.

2. 2018 Resurfacing Curb Ramps Project, construction acceptance and release of retainage

Staff Report 016-19

Summary

The project constructed 103 ADA-compliant curb ramps. The original

construction contract bid amount was \$1,188,498.00. Change orders and quantity adjustments during construction decreased the contract amount by 27.8% to \$858,508.97. The largest change was the deletion of 35 ramps from the scope of the project, reducing the number of ramps installed from 138 to 103 ramps. The City deleted the ramps from this project and added the ramps to another City project that was constructing ramps at the same time. At the time, MJ Hughes was constructing good-quality ramps, but was behind schedule. The other ramp contractor was ahead of schedule, and City staff determined that the best way to keep ramp construction from delaying a subsequent \$3.4 million paving project was to transfer a portion of the ramps to the other ramp project.

MJ Hughes Construction of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. An apprenticeship goal of 4% was set for this project. The Contractor achieved an actual Apprenticeship Utilization of 7.2%.

Request: On January 28, 2019, accept the 2018 Resurfacing Project as constructed by MJ Hughes Construction of Vancouver, Washington, and authorize release of retainage in the amount of \$42,925.45, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 487-7790

Motion approved the request.

3. 2018 Preservation Curb Ramps Project, construction acceptance and release of retainage.

Staff Report 017-19

Summary

The project constructed 112 ADA-compliant curb ramps. The original construction contract bid amount was \$674,312.00. Change orders and quantity adjustments during construction increased the contract amount by 54.4% to \$1,041,454.08. The largest change was the addition of 35 ramps to the scope of the project, increasing the number of ramps installed from 77 to 112 ramps. The City had deleted the 35 ramps from another ramp project that was behind schedule. At the time, Advanced Excavating Specialists was ahead of schedule, and City staff determined that the best way to keep ramp construction from delaying a subsequent \$3.4 million paving project was to transfer a portion of the ramps to Advanced Excavating Specialists.

Advanced Excavating Specialists of Longview, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. An apprenticeship goal of 4% was set for this

project. The Contractor achieved an actual Apprenticeship Utilization of 23.7%.

Request: On January 28, 2019, accept the 2018 Resurfacing Project as constructed by Advanced Excavating Specialists of Longview, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 487-7790

Motion approved the request.

4. 2018 Bonded Wearing Course Project, construction acceptance and release of retainage

Staff Report 018-19

Summary

This project applied surface treatment to approximately 7 lane miles of City streets as part of the City's preventive maintenance program to extend the life of the pavement and minimize maintenance costs. Telfer Pavement Technologies of McClellan, California, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original construction contract bid amount was \$680,667.00. Field adjustments during construction decreased the contract amount to \$675,022.70, a 0.8% decrease. The majority of the decrease was due to the quantity reduction on the manholes that required adjustment for the treatment.

An apprenticeship utilization goal for the project was 3% or 35.3 hours. The contractor achieved apprenticeship utilization of 9.5 hours or just under 1%. The contractor was assessed a penalty of \$10 for each unmet apprenticeship labor hour for a total of \$258 in accordance with the contract.

Request: On January 28, 2019, accept construction as complete in accordance with contract plans and specifications and authorize release of retainage in the amount of \$33,751.14 to Telfer Pavement Technologies of McClellan, California, subject to receipt of all documentation required by law.

Steve Lee, Senior Civil Engineer, 487-7752

Councilmember Lebowsky noted that the contractor for this project did not meet the apprenticeship goal. She stated she has a concern overall that the City's apprenticeship policy for contracts is a disincentive for contractors to

meet apprenticeship goals, as the fines for non-compliance are not very large.

Mayor Pro Tem Hansen stated that a workshop on the City's apprenticeship requirements may be helpful. City Manager Eric Holmes stated he would schedule such a workshop in the near future.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the request.

5. **Vancouver Fire Department Replacement Fire Station 1 and 2 – Construction Acceptance and Release of Retainage**

Staff Report 019-19

Summary

As the City of Vancouver continues to grow, so do the public safety needs of our citizens. As part of our continued efforts to maintain the best public safety policies and practices, the City of Vancouver completed a Long Range Facility Plan for the City's Fire Department. Upon completion of this plan, it was determined that the City would best be served by maintaining separate fire stations in the areas served by the existing Fire Stations 1 and 2. Further, both Fire Stations 1 and 2 were recommended to be rebuilt and moved to locations that more strategically serve the public with improved response times.

RFQ #7-15 "Fire Station Design Services" was issued and property was purchased for Replacement Fire Station 1 and 2 in response to the Council's approval for the appropriation of funds. Mackenzie Engineering was awarded project and worked with City Staff and stakeholders in the development of the project design. Invitation to Bid #16-8 was issued on May 20, 2016.

The City received three contractor bids by the bid solicitation close on June 30, 2016. The Base Bids and accepted alternates ranged between \$10,861,680 and \$11,717,179. Corp Inc. Construction was determined to be the lowest responsive and responsible bidder and their bid was within the expected range of the engineer's estimate. The original contract amount, including sales tax, was \$10,861,680.00. The final project cost, including sales tax, is \$12,085,759.33, which is 11% higher than the original contract amount. The difference between the original contract amount and the final contract amount can be attributed to a number of unforeseen conditions and drawing clarifications encountered during construction. The largest issues included; permit required changes, construction permit delay, underground design modifications to accommodate unforeseen conditions and utility requested changes, subgrade stabilization due to wet weather work, and a number of design clarifications. A contingency set aside at the beginning of the construction phase for this project was sufficient enough to cover change orders. The work has been completed satisfactorily in accordance with the plans and specifications. An apprenticeship goal of 8% utilization was

set for this project. The contractor achieved an actual Apprenticeship Utilization of 10.4%. Contract costs are summarized below:

<i>TOTAL CONTRACT COSTS</i>	
<i>Labor, Equipment, and Material</i>	<i>\$11,149,224.47</i>
<i>Sales Tax</i>	<i>\$936,534.86</i>
<i>Total Contract Value</i>	<i>\$12,085,759.33</i>
<i>Retainage</i>	<i>\$557,461.22</i>

Request: On January 28, 2019, accept the facilities as constructed by Corp Inc. Construction of Salem, Oregon, and authorize the release of the retainage in the amount of \$557,461.22, subject to the receipt of all documentation required by law.

*Dan Swensen, Engineering and Construction Services
Manager, 487-7750*

Motion approved the request.

6. Increase in authorized On-Call Professional Services Contract Amount for Construction Project Management and Inspection Services

Staff Report 020-19

Summary

In the spring of 2015, a Request for Qualifications (RFQ) was issued for on-call professional project management and inspection services to supplement City staff during seasonally high construction periods. As a result of that RFQ process, five local engineering firms were selected.

On July 6, 2015, City Council approved three-year contracts for each of the five selected firms. Each contract allowed for possible two-year extensions. The not-to-exceed value of each contract was approved to be \$750,000 for the life of the contract.

All five contracts have been used to varying degrees. All five companies have been able to provide qualified inspection and/or document control supplemental help when requested, but only Mackay Sposito has been able to provide qualified supplemental help in the area of construction project management.

With qualified construction project managers (CPMs) in very short supply regionally and nationwide, staff sees no change in the contracted companies' capacity to supply Vancouver with needed qualified CPM help

in 2019. Public Works staff has the ability to continue to use the same qualified CPM personnel from MacKay Sposito to seasonally supplement our own team of CPMs in 2019, however, MacKay Sposito's contract not-to-exceed limit of \$750,000 has been reached.

To provide much-needed CPM supplemental staff during seasonal peaks in workload, it is essential for Public Works staff to be able to call on outside professional engineering companies for qualified CPM staff.

Public Works staff plans to issue a new RFQ for new on-call CPM and inspection service contracts early in 2020 as the existing five contracts will expire in July of 2020. This requested contract increase will fill the gap until those new contracts are ready.

Request: On January 28, 2019, authorize a \$300,000 increase in the not-to-exceed amount for MacKay Sposito's on-call professional services contract #82667.

*Dan Swensen, Engineering and Construction Services
Manager, 487-7750*

Motion approved the request.

7. Sublease Agreement Between Pax Fitness LLC dba Anytime Fitness and City of Vancouver

Staff Report 021-19

Summary

The City of Vancouver is currently the tenant under a long-term lease for approximately 8,451 square feet of retail space located at 505 W. 8th Street. In 2007 the space was vacated by the indoor Vancouver Farmer's Market and the City began subleasing the space. Anytime Fitness has been in this location for the past 10 years and expressed interest in continuing to utilize this space for their fitness facility. The current lease does not allow for any extensions. Anytime Fitness and the City were able to negotiate a new sublease for a 10-year period.

It is proposed to enter into a sublease agreement with Pax Fitness LLC dba Anytime Fitness for approximately 5,400 square feet for a ten-year (10-yr) term. In order to update the branding requirements of the franchisor, provide the latest equipment and fitness classes and upgrade paint and shower facilities, the parties have negotiated a tenant improvement allowance valued at \$86,400. Pax Fitness will manage their improvements. Rent will be \$21.50 per square foot plus leasehold tax and will escalate 2% annually thereafter throughout term of sublease.

Request: Ratify the Sublease Agreement between City of Vancouver and Pax Fitness LLC dba Anytime Fitness and authorize the City Manager or his designee to execute the sublease document.

Linda Carlson, Property Management Specialist, 487-8423

Motion approved the request.

8. Interlocal Agreement with Clark County for Parking Enforcement

Staff Report 022-19

Summary

City of Vancouver Parking Services performs parking enforcement for Clark County in the County parking garage and adjacent surface parking lot at 1300 Franklin Street. The City retains citation penalty revenue to cover the cost of enforcement in the County garage and surface parking lot.

The Interlocal Agreement expired on December 31, 2018. Clark County and the City agree to continue parking enforcement but not revenue collection services. Parking Services has resources available to continue to provide parking enforcement.

The City and County desire the Interlocal Agreement be approved.

Request: Authorize the City Manager or his designee to execute Interlocal Agreement for Parking Enforcement between Clark County and the City of Vancouver.

Steve Kaspan, Parking Services Manager, 487-8658

Motion approved the request.

9. Appointment to Parking Advisory Committee

Request: Appoint Mark Johnson to the Parking Advisory Committee, term beginning immediately and expiring February 1, 2023.

Councilmembers Stober and Lebowsky

Motion approved the request.

10. **Appointment to the Planning Commission**

Request: Appoint Larry Blaufus and Zachary Pyle to the Vancouver Planning Commission, term beginning immediately and expiring December 31, 2022.

Council Committee 1 (Hansen, Stober, Glover)

Motion approved the request.

11. **Approval of Claim Vouchers**

Request: Approve claim vouchers for January 28, 2019.

(Copy available upon request.)

Motion approved claim vouchers for January 28, 2019, in the amount of \$13,379,577.77.

Public Hearings (Item 12-14)

12. **Right-of-Way Franchise Ordinance for ExteNet Systems, Inc.**

Staff Report 200-18

AN ORDINANCE relating to management of the public rights-of-way, granting to ExteNet Systems, Inc. (hereinafter referred to as the “Franchisee”), Delaware corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the “City”), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

Summary

ExteNet Systems wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City’s right-of-way.

This project involves the deployment of “small cell” wireless network technology, to provide high speed telecommunications services to provider clients in Vancouver, WA. By way of background, developments in wireless network technology and increasing demand for high-speed wireless services have quickly outpaced the capabilities of traditional, macro-cell wireless communications facilities. To address this demand, providers have expressed a desire to deploy new wireless communications facilities located in the public rights-of-way. These “small cell” facilities consist of antenna and equipment typically placed on infrastructure located within the public rights-of-way. Small cell facilities are usually deployed in areas that cannot be effectively served by a traditional macro cell, or areas that may have coverage but not enough capacity.

City staff has worked with ExteNet Systems to negotiate a franchise ordinance, which manages the deployments of small cell facilities in a way that balances local aesthetics, character, and public health and safety while also deriving the benefits of these new technologies for the City’s residents to the greatest extent practicable.

Request: On Monday, January 28, 2019, subject to second reading and public hearing, approve ordinance.

Michael Nigrey, Assistant City Attorney, 487-8500

Mayor Pro Tem Hansen read the title of the ordinance into the record.

Michael Nigrey, Assistant City Attorney, provided background information and an overview of the proposed right-of-way-franchise.

Councilmember Lebowsky stated she was supportive of this action but asked if the City has any kind of approval of where the company locates the technology.

Mr. Nigrey stated this franchise ordinance is as pre-permitting requirement, and the City’s approval of the installation sites would occur during permitting.

Mayor Pro Tem Hansen opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve Ordinance M-4262.

13. **Academy Development Agreement Extension**

Staff Report 011-19

AN ORDINANCE approving an extension of a development agreement

between the City of Vancouver and Providence Academy, LLC and Academy Development, LLC related to the Academy Property and providing for an effective date.

Summary

The Academy property contains a large area of unimproved (gravel) surface that has been used for parking for a number of years. In order to promote improvement of unimproved parking lots in the downtown, the City's land use code (VMC 20.630) contains a requirement to bring such substandard parking lots up to current city standards no later than December 31, 2015, or be discontinued for parking. Current city standards include paving, striping, curbs or wheel stops, storm water management facilities, lighting, and landscaping with irrigation.

In 2016, the applicant entered into a development agreement to allow the unimproved parking to remain until the property can be redeveloped. The development agreement expired December 31, 2018. The applicant has made progress on upgrading the parking to comply with the development agreement. The Aegis development was recently approved that will occupy 2.2 acres along C Street. The development will remove unimproved parking from the Academy campus and replace with new buildings and paved surface parking that complies with current code. Construction is anticipated to commence next year. In addition to Aegis, another phase of development is planned for the northeastern area of the campus. The Historic Trust desires additional time to allow the unimproved parking to remain while the planning and redevelopment of the site can take place. The northeastern area contains historic structures including the smoke stack and the laundry/boiler building and the Historic Trust desires to have adequate time to investigate the feasibility of retaining these structures.

Request: On Monday, January 28, 2019, subject to second reading and public hearing, approve ordinance.

Keith Jones, Senior Planner, 487-7887; Brent Boger, Assistant City Attorney, 487-8500

Councilmember Glover recused herself from discussion and action on this item, as she sits on the board of directors for The Historic Trust.

Mayor Pro Tem Hansen read the title of the ordinance into the record.

Brent Boger, Assistant City Attorney, explained to the Council that staff had discovered an error in the ordinance that accompanies the development agreement (DA) extension. The extension is intended to be for six years, and is written as such in the DA; however, the ordinance that was read on first reading was written for a five-year extension. Staff requested Council amend the ordinance to say six years and to match up with the DA extension. Mr.

Boger explained that because the amendment would be a substantive change to the ordinance, a second reading and further public hearing on the amended version of the ordinance would need to be set for February 4, 2019.

Mayor Pro Tem Hansen opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Lebowsky, seconded by Councilmember Stober, and carried unanimously to amend the ordinance as requested by staff, setting date of second reading and public hearing on the amended ordinance for Monday, February 4, 2019.

14. **Public Hearing on resolution in support of temporary moratorium on acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the Community Commercial (CC), General Commercial (GC), and Office Campus Industrial (OCI) and Light Industrial (IL) zoning districts citywide**

Staff Report 023-19

A RESOLUTION making findings of fact in support of the adoption of Ordinance M-4259 declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI), and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20.

Summary

The moratorium prohibits the acceptance and processing of applications for permits for the development or expansion of self-storage structures until June 17, 2019. The ordinance provides time to complete an analysis and develop recommendations indicated below for identifying appropriate areas and conditions for siting storage facilities. The storage analysis and recommendations will be particularly informed by the Commercial Corridors Strategy, a larger 2019 initiative to facilitate efficient, urban density economic development and housing on and near major corridors through appropriate uses, building orientation, parking and other provisions.

Self-Storage Zoning Standards General Workplan

2019 Q1	• Complete inventory of existing local storage facilities • Initiate Commercial Corridors Strategy
2019 Q2	• Conduct storage stakeholder outreach • Identify storage industry trends, and land use regulatory approaches from comparable

	<i>jurisdictions</i>
	• <i>Assess industrial lands</i>
2019 Q3	• <i>Draft initial recommendations</i>
2019 Q4	• <i>Planning Commission and City Council worksession and public hearing</i>

Request: On January 28, 2019, subject to public hearing, adopt a resolution making findings of fact in support of ordinance M-4259.

Bryan Snodgrass, Principal Planner, 487-7946; Bronson Potter, City Attorney, 487-8500

Bryan Snodgrass, principal planner, provided an overview of the moratorium.

Councilmember Stober asked if there had been quite a few applications for self-storage facilities submitted before the moratorium took effect. Mr. Snodgrass stated he was aware of two.

Councilmember Stober explained that in proposing this moratorium he wanted to address the primary concern of assuring that the City has a coordinated strategy surrounding the siting of self-storage facilities. He stated he did not suggest the moratorium expecting any specific outcome, but was grateful that the Planning Commission would be taking up this issue in the near future.

Councilmember Lebowsky echoed Councilmember Stober's statement and said she was looking forward to seeing what the Planning Commission recommends to the Council.

Mayor Pro Tem Hansen opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to adopted Resolution M-4000 making findings of fact in support of Ordinance M-4259.

Communications

A. From the Mayor

B. From the Council

C. From the City Manager

Adjournment

7:54 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

The Vine Mill Plain Bus Rapid Transit (BRT) Project

City of Vancouver Council Workshop • February
25, 2019



« OUR COMMUNITY, OUR PROMISE »

Public and Stakeholder Involvement

- 3 public open houses
- Interactive online open house
- 5 Technical Advisory Committee (TAC) meetings
- 5 Corridor Advisory Committee (CAC) meetings
- Door-to-door outreach to more than 400 businesses and homes
- Briefings with 4 neighborhood associations



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Alignment Options



Proposed Station Locations



Evaluation Criteria

GOALS	KEY CRITERIA
1. Improve transit service	Ridership estimates Transit travel time Regional connections
2. Create a cost-effective, long-term transit solution	Capital & operating cost Accommodate future BRT
3. Meet current and future corridor travel demand	Motor vehicle delay Community facilities Jobs & population (2015/2040)
4. Enhance the safety and security of the corridor	Posted speed limit Traffic volumes Crossing distance
5. Support economic vitality and corridor revitalization	Vacant/developable land Transit Oriented Design (TOD) opportunities Support City plans/policies
6. Support healthy and livable community	Low-income housing Social service providers Walkability

East Terminus Alignment Alternatives Evaluation Summary

164th Alignment

- Less capital cost
- Higher population within ½ mile
- Higher traffic volumes and poorer walk scores
- Limited development opportunity

Mill Plain Alignment

- Faster trip to terminus
- Higher ridership due to land use potential
- More growth and opportunity for development
- New transit center supports expanded east county service
- Higher capital cost but less operating cost
- Lower traffic volumes and better walk scores
- Higher employment within ½ mile
- Better walkability



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East Terminus Alignment Evaluation Summary

Goals	164th Alignment	Mill Plain Alignment
Improve transit service		
Create a cost-effective, long-term transit solution		
Meet current and future corridor travel demand		
Enhance the safety and security of the corridor		
Support economic vitality and corridor revitalization efforts		
Support a healthy and livable community		

West Terminus Alignment Alternatives Evaluation Summary

Evergreen Alignment

- Faster connection to Turtle Place
- Slightly higher ridership
- Less traffic congestion and reliability risk
- Slightly higher capital cost but less operating cost
- Preserves existing BRT station capacity on couplet
- Better walkability

Mill Plain Alignment

- Better access to north downtown
- More development opportunities
- Closer access to Vancouver Housing Authority
- Operates in a designated heavy freight corridor



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West Terminus Alignment Evaluation Summary

Goals	Evergreen Alignment	Mill Plain Alignment
Improve transit service		
Create a cost-effective, long-term transit solution		
Meet current and future corridor travel demand		
Enhance the safety and security of the corridor		
Support economic vitality and corridor revitalization efforts		
Support a healthy and livable community		

Recommended Locally Preferred Alternative

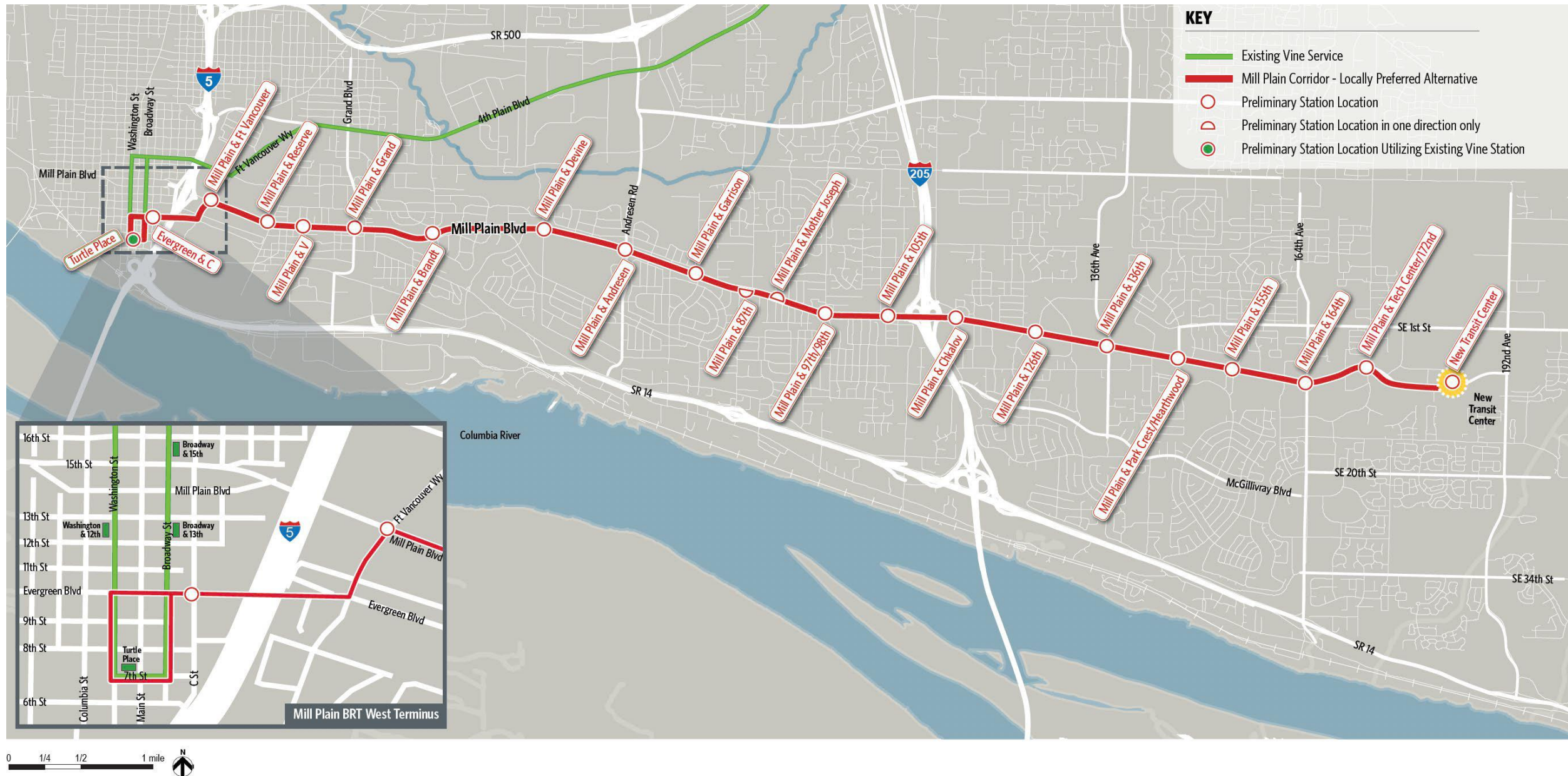
Endorsed by CAC and TAC:

- Mode: Bus Rapid Transit
- Alignment/Terminus:
 - West–Evergreen to Downtown/Turtle Place
 - East–Mill Plain to new transit center near 192nd
- Preliminary station locations



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LPA Recommendation



Key Project Decisions and Next Steps

- Vancouver City Council February 25
- C-TRAN Board LPA adoption in March/April 2019
- Begin Phase 2 following LPA adoption by C-TRAN Board
- Anticipated construction to begin late 2020 or early 2021
- Anticipated opening in 2023



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Additional Information

- Project website: www.catchthevine.com
- Contact: Randy Parker at randyp@c-tran.org



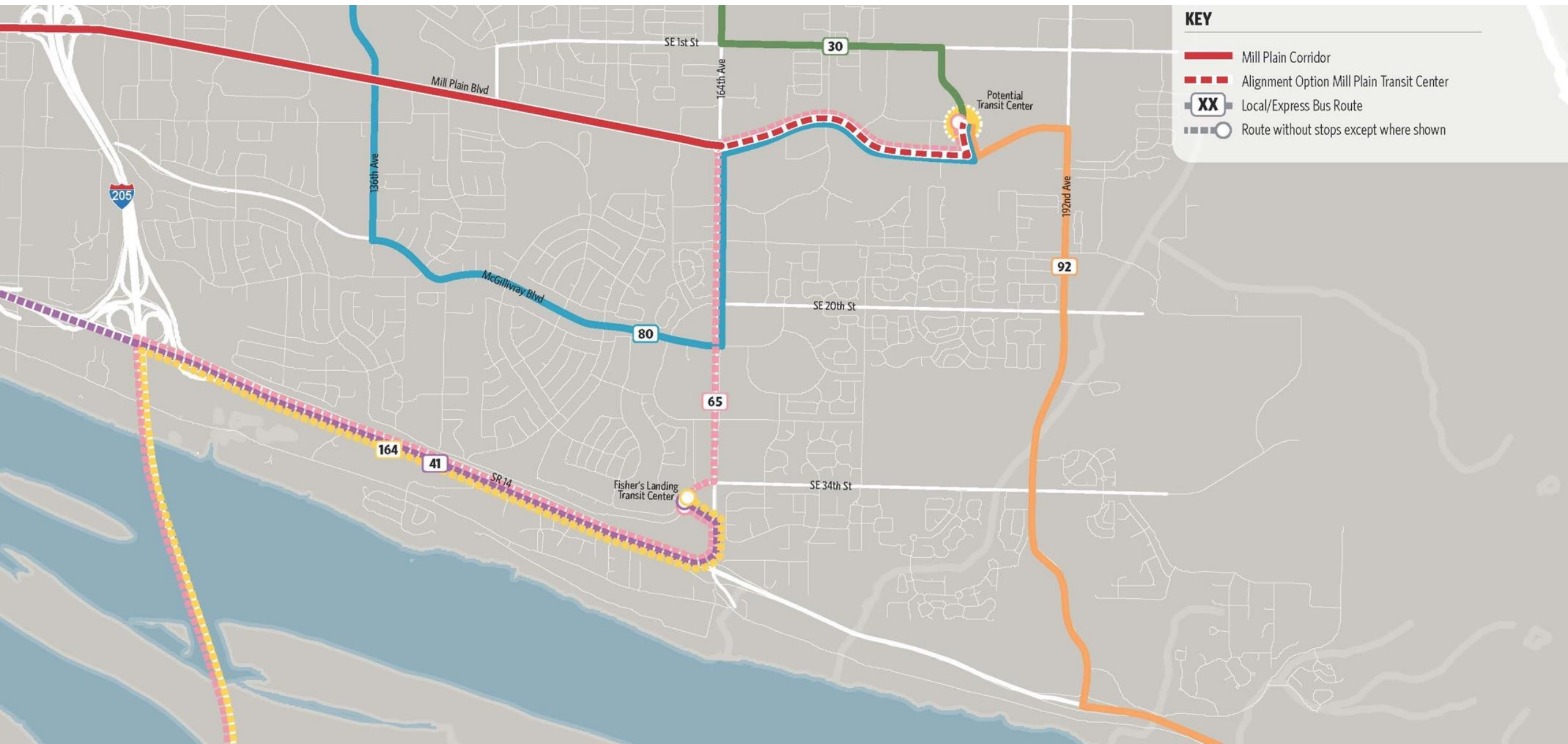
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Questions?

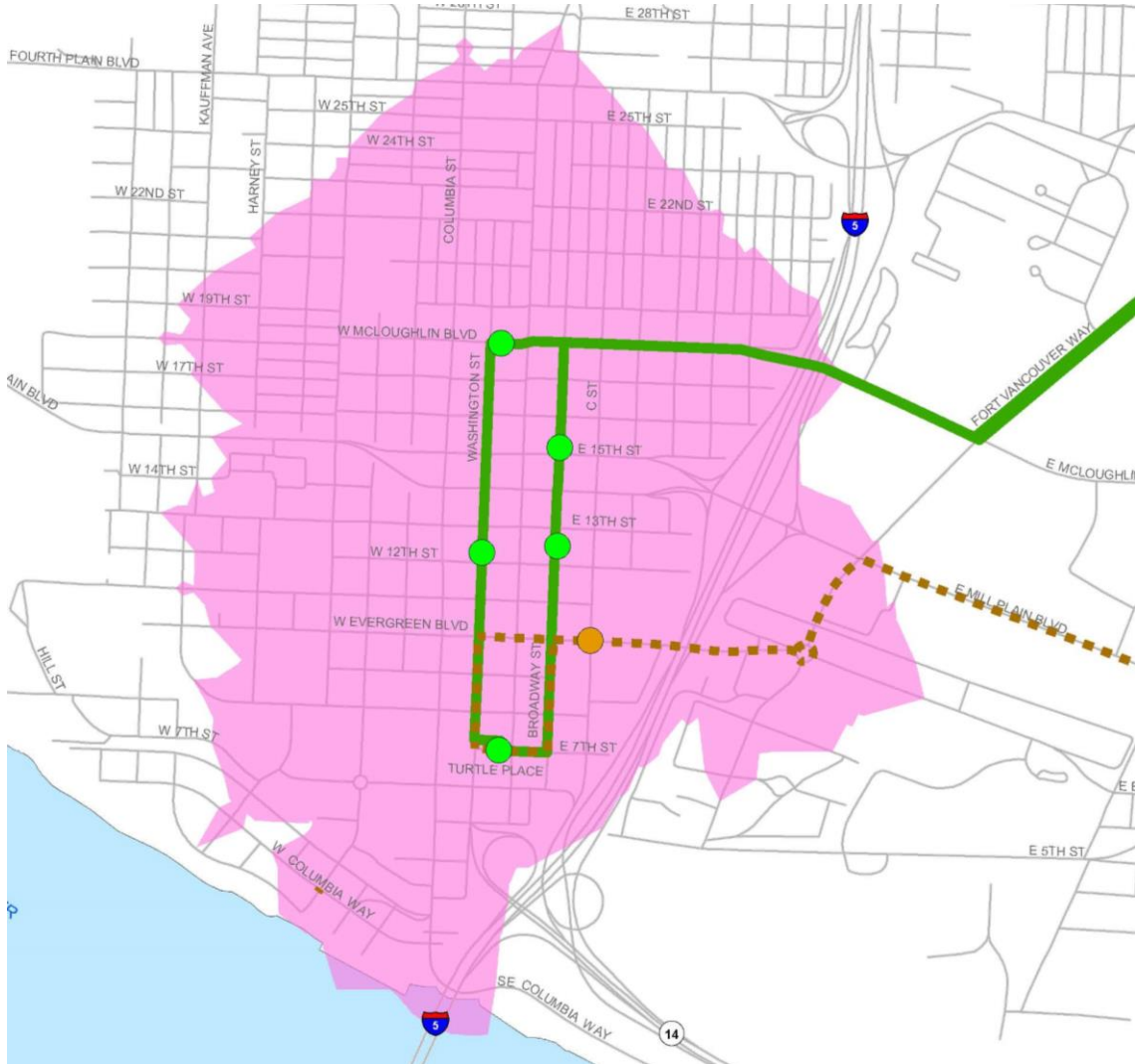


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East Terminus Conceptual Local Service Network

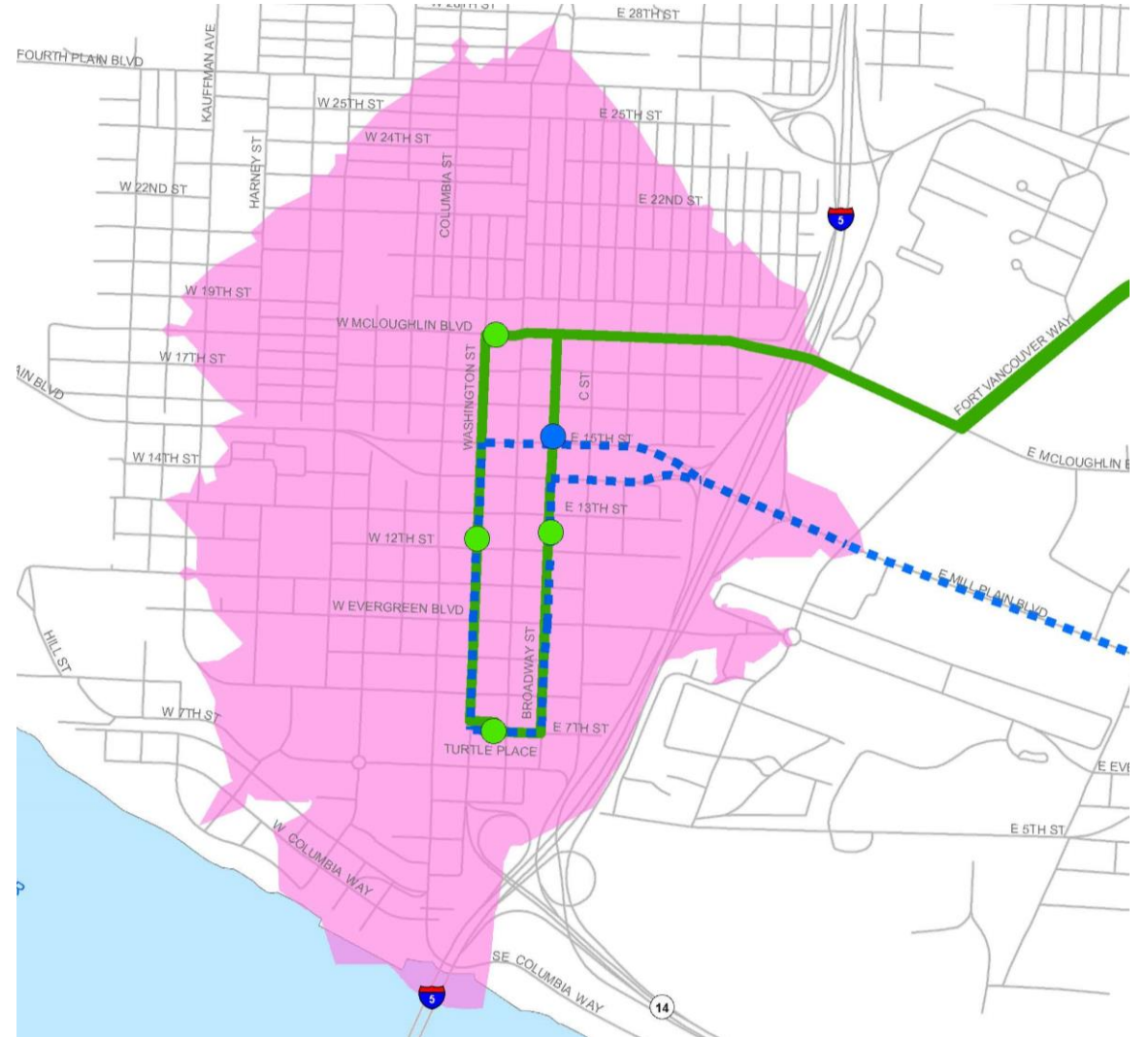


Downtown Station Access



Evergreen Alignment Option

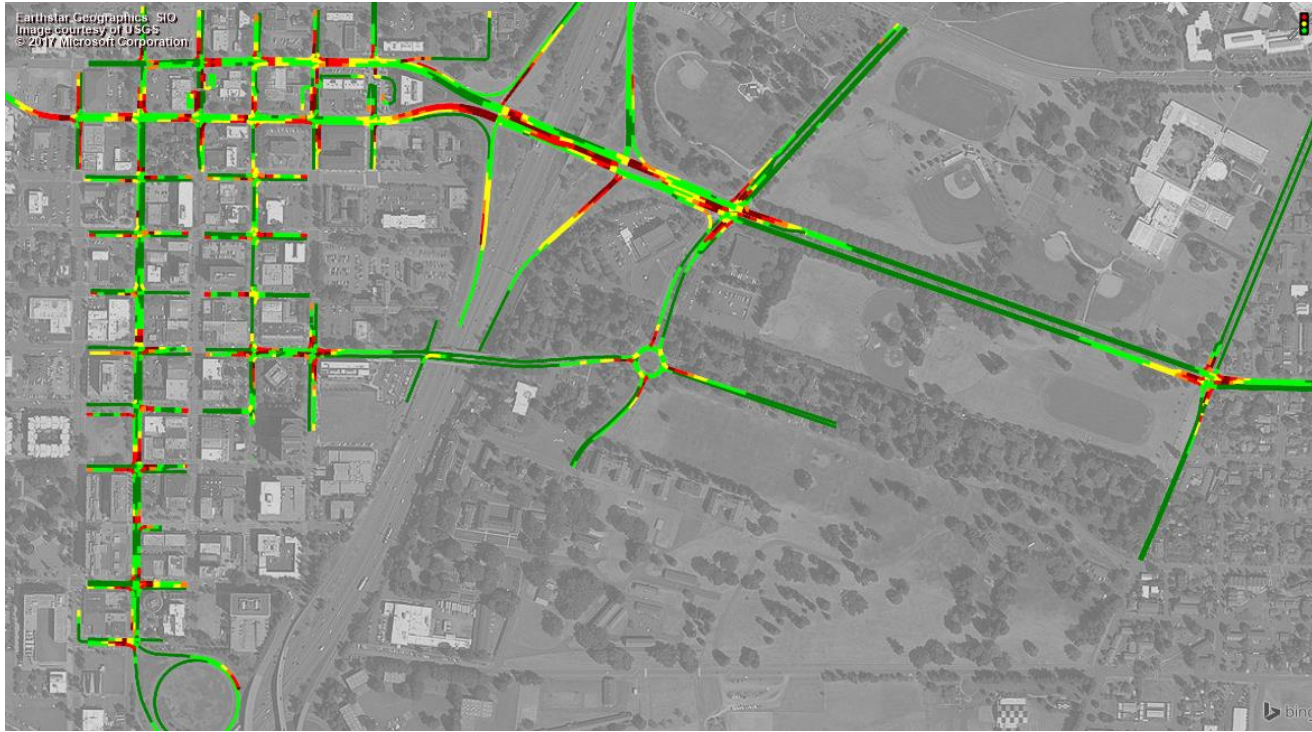
1/2 mile walk access



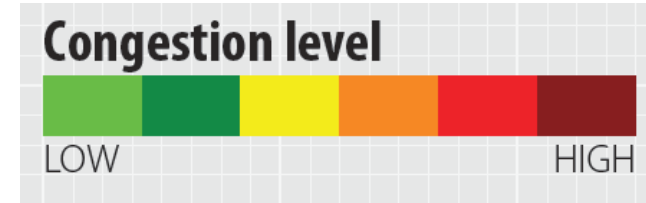
Mill Plain Couplet Alignment Option

1/2 mile walk access

Existing Traffic Conditions



- Spring 2018 counts
- 5:00–5:15 PM conditions shown
- Congested areas can slow transit travel times



Corridor Transit Conditions

- 3,000 boardings per day
- 740 ramp deployments per month
- Transit travel time nearly double auto travel time
- Service slows to under 8 mph within I-205 interchange
- Average time spent at stops is 50 percent more than The Vine
- Quarter-mile stop spacing



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Existing Bus Stop Spacing



BRT Station Spacing



Project Cost and Funding

- Estimated project cost less than \$50 million
- Requesting ~\$25 million from FTA's Small Starts Grant Program
- \$3 million in committed regional funds
- \$22 million in committed C-TRAN local funds
- Continue to seek Washington State Department of Transportation (WSDOT) Regional Mobility and Southwest Washington Regional Transportation Council (SWRTC) Competitive Grant funds



Water Station 1 Project Update



February 25, 2019

Vancouver City Council Workshop

Tyler Clary, Water Engineering Program Manager

Michelle Henry, Senior Civil Engineer

Water System Overview

- 3rd largest water utility in Washington State
- 72-square-mile service area
- 253,000 customers
- Over 1,000 miles of distribution pipe
- 40 wells at nine water stations
- 9.8 billion gallons pumped in 2018

WATER STATION 1 - SITE & VICINITY



Water Station 1 History

- Documented water source since 1880
- 1909 - 1 MG reservoir constructed
- 1937 - City took over ownership
- 1938 - 4 MG reservoir and elevated tank
- 1980 - Site fence removed
- 1985 – Amphitheater constructed
- 1998 – Swift Skate Park constructed
- 2005 – Master plan for site update

(MG = Million Gallons)





Station No. 1, reservoirs and tank on hill; well and meter lab on right.

THE WATER SUPPLY

LIFE BLOOD OF THE CITY

Without water there would be no city. Old timers still remember when the precious fluid was peddled through the rutted streets by wagon. But the horse-and-wagon days are gone forever. In the past three years the city has bought and built a \$2,000,000 water system, equal to any of like size, for an expenditure of about \$1,000,000. This feat of finance was accomplished by careful planning, skilled engineering and by the use of WPA labor.

The history of water in Vancouver has been a troubled one. The first system, privately owned, was organized in March 19, 1868 with a capital stock of \$50,000. Water was brought from the present springs to the city by means of a flume. During the next 60 years the system changed hands ten times, growing up like Topsy as it did so.

[40]

Water service was never adequate. In the 20 years prior to 1933 ten complaints were lodged against the private owners and ten times the state department of public works investigated and ordered remedial action. Finally in 1933 the department itself initiated an action challenging the Oregon-Washington Water Service Company's rates, charges, rules and regulations and proceeded to launch an investigation into the company's rates and the adequacy of its service. Upon the findings of its engineers the department based an order placing the value of the company for rate-making purposes at \$350,000 and commanding the company to adopt new, reduced rate schedules effective June 1, 1934.

Water service continued to be inadequate and on September 1, 1936 the city council notified the People's Water and Gas Company (the then owners) of the city's intention to purchase the system under terms of an option embodied in the franchise. The franchise provided for a board of appraisers, including two engineers hired by the city, two by the company and a fifth agreeable to all.

After an independent appraisal this board agreed upon a price of \$610,000 for the system, which was accepted by the council. The city voted to issue \$610,000 in water revenue bonds for purchase of the system and an additional \$240,000 for improvements, replacements and extensions necessary to make the system usable.

On June 1, 1937 the purchase was consummated. Before the deal could be closed the roof on the old 1,000,000 gallon reservoir caved in. A couple of months later the old 100,000 gallon elevated wooden tank tower began to collapse.

Old wooden water tower collapses,
making way for new steel tank.

[41]



Vancouver 2016-2021 Strategic Plan

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

OBJECTIVE 1.2 Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Actions

1.2.1 Build a new, state-of-the-art water facility at Water Station 1

City Role

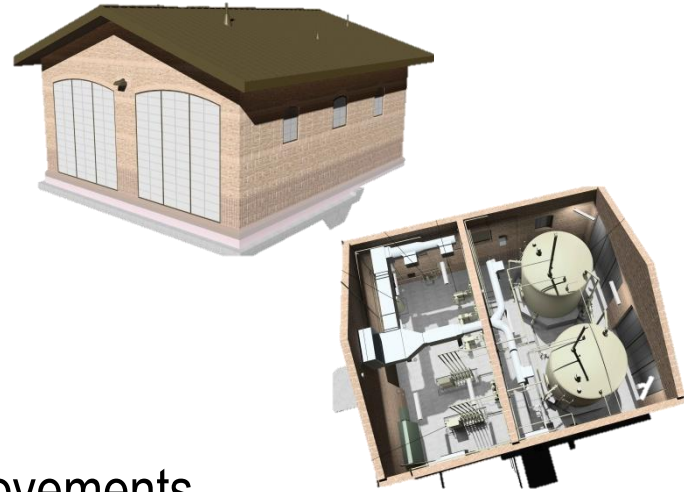


Lead Department

Public Works

Phase 1 Overview

- Electrical Upgrades
- Treatment System
- Tower Booster Pump Station
- Operations Support Facilities
- Control System Upgrades
- Site Security and Facility Access Improvements



Water Station 1

Phase 1 Project

- Tower Booster Pump Station Building
 - Electrical Room
 - SCADA System Control Room
 - Water Operations Emergency Support Center
- 2.5 MW Generator
- Treatment Building
- Lighting and Pathway Upgrades



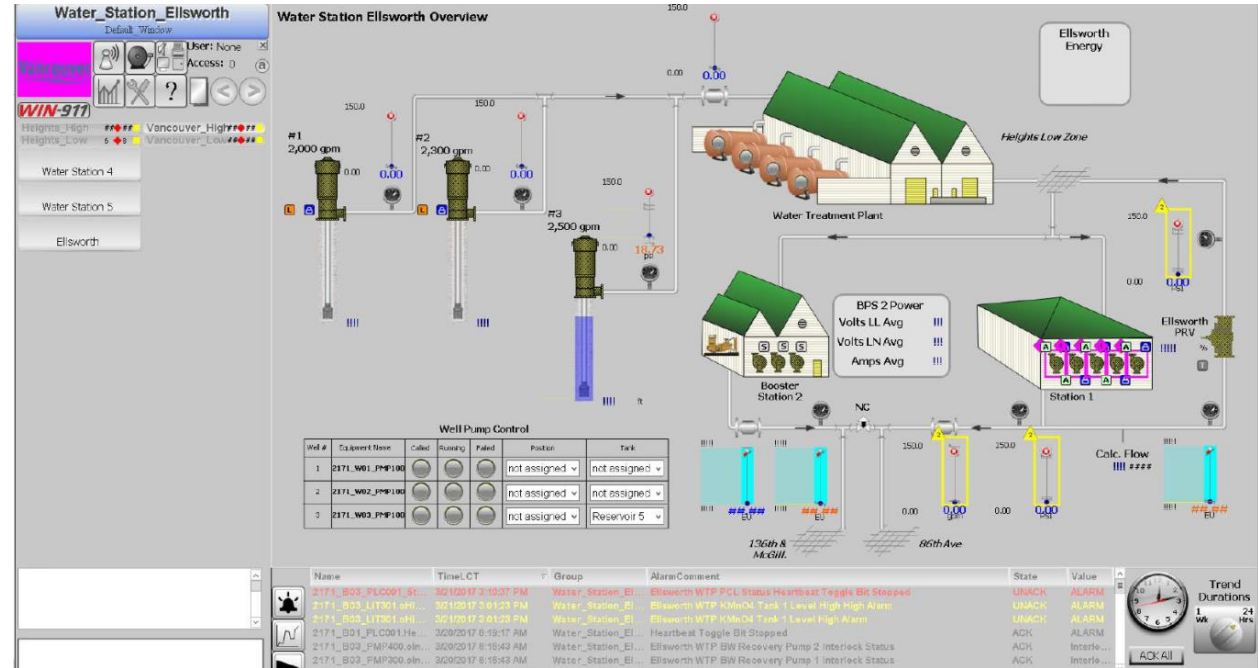
Phase 1 Status

Construction started late 2016 - is nearly complete.



Upgraded Control System

- 21st century technology
- Cybersecurity
- Resilient and redundant network
- Tracking more data
- Improved monitoring and control



Water Station 1

Phase 2 Project

- Twin 4.0 MG Concrete Reservoirs
- 1.0 MG Steel Standpipe
- New Reserve Street Entrance, Pedestrian, and Bike Paths.
- Site Security Upgrades



Simulated Graphic of Phase 2 Reservoirs and Security Upgrades



Project Status Phase 2

- Design Complete
- Currently Advertised for Bids
- Bid Opening - March 2019
- Council Action/Construction Start - April 2019
- Completion – December 2021
- Estimated Construction Cost - \$23,000,000

Water Station 1 Future Phase 3

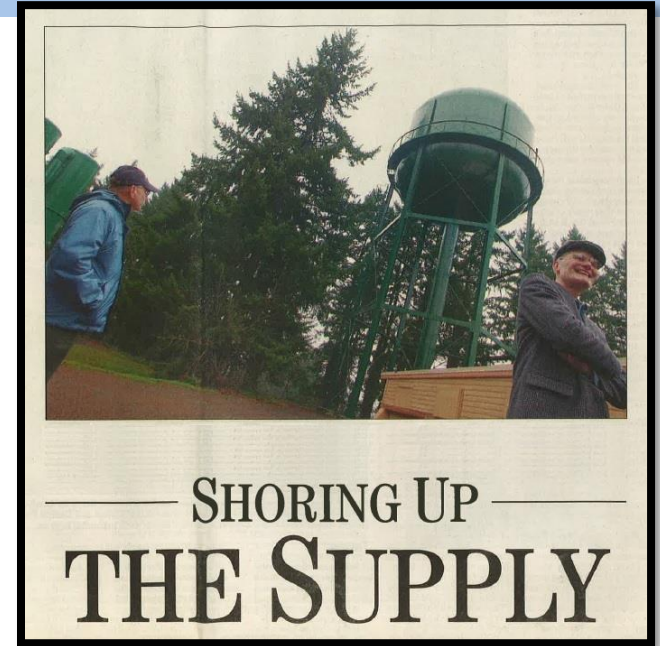
3 Replacement
Wells



Ongoing Communications

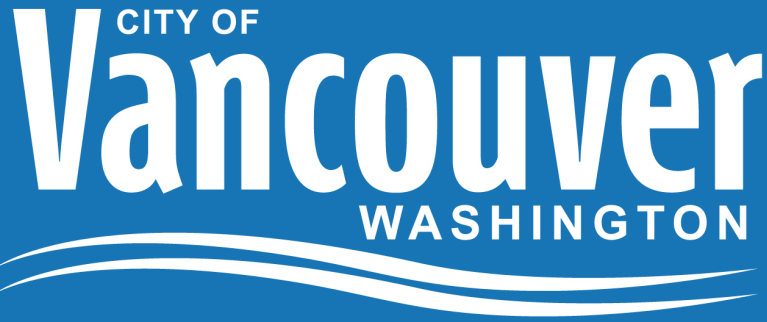
- Neighborhood Association involvement in 2014
- News articles
- Current and future outreach with Central Park NA
- Web and Water Report updates

<https://www.cityofvancouver.us/publicworks/page/water-station-1-project-master-plan>



Questions and Discussion

- Tyler Clary, Water Engineering Program Manager
(360) 487-7169 | tyler.clary@cityofvancouver.us
- Michelle Henry, Senior Civil Engineer
(360) 487-7155 | michelle.henry@cityofvancouver.us



WESTSIDE BIKE MOBILITY PROJECT

PUBLIC OPEN HOUSES

Jan. 16, 4-6pm, Boomerang, 808 Main St.

Jan. 19, 9am-12:30pm, Latte Da, 205 E 39th St.

Jan. 23, 4-6pm, VHA, 2500 Main St.

Take the survey and learn more at www.cityofvancouver.us/bikemobility

Westside Bike Mobility Project

Thank you for providing input on the Westside Bike Mobility Project! We've heard from many of your neighbors that in order to feel comfortable riding their bikes, they need safer, more connected bike routes on the west side of Vancouver.

They identified Columbia Street, Daniels Street and Lincoln Avenue as potential places for better bike routes downtown. We're developing draft design concepts for these corridors, and we want to know what you think!

Share your thoughts at a coffee talk or open house:

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Find out more about the project and **take the online survey:** www.cityofvancouver.us/bikemobility.

We hope to see you soon!

SHARE YOUR THOUGHTS

Help shape proposed new bike routes on Vancouver's Westside.



With your input, we've developed draft design concepts for proposed bike routes on the Westside.

Tell us what you think at an upcoming community event or online at www.cityofvancouver.us/bikemobility!



WESTSIDE BIKE MOBILITY

— PROJECT —

SHARE YOUR THOUGHTS

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Proposed Westside bike routes



QUESTIONS?

Ask Anna Dearman,
Senior Transportation Planner:

360-487-7738 • WA Relay: 711
anna.dearman@cityofvancouver.us



Proposed Westside bike routes



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Westside Bike Mobility Project Update

VANCOUVER
CITY HALL



February 25, 2019

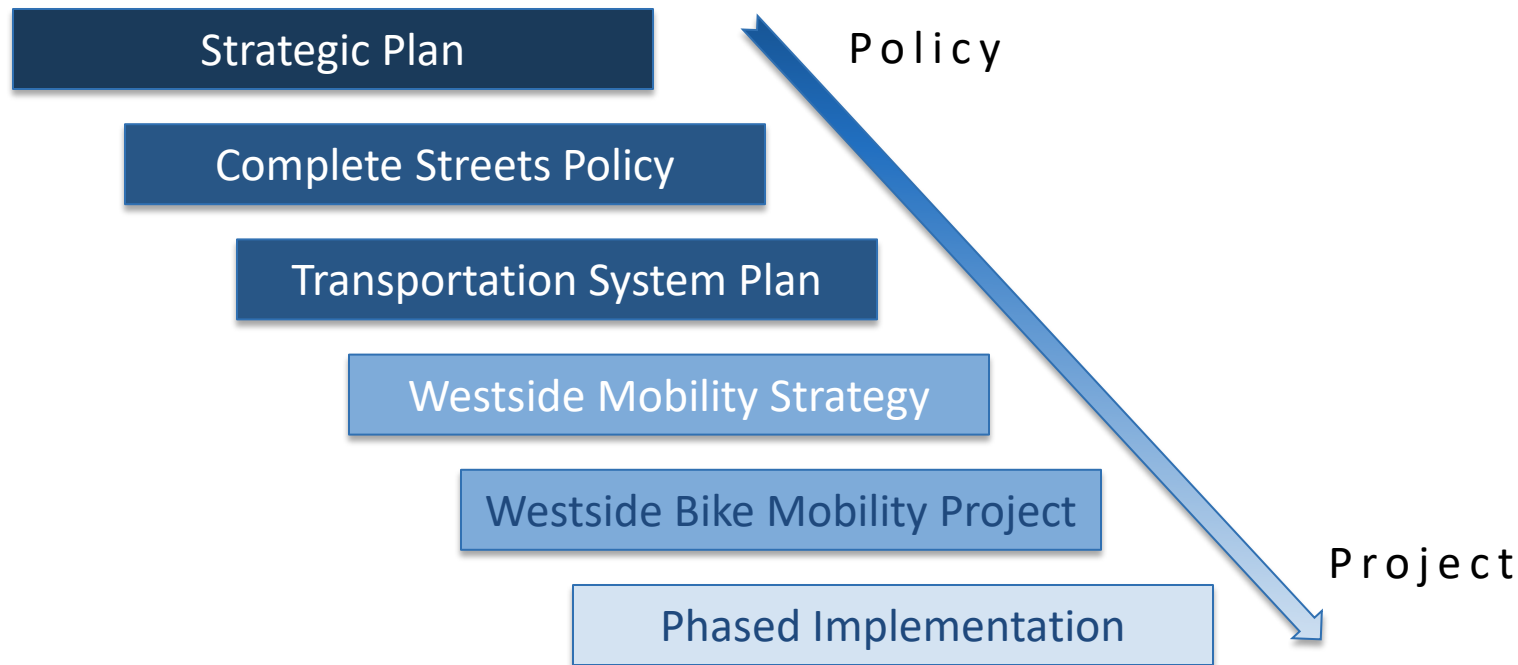
Vancouver City Council Workshop

Rebecca Kennedy, Long Range Planning Manager
Jennifer Campos, Principal Transportation Planner

Presentation Overview

- Review of Strategic Plan and Complete Streets Policies
- Westside Mobility Strategy
- Westside Bike Mobility Project
- Next Steps

Guiding Policy Structure



2016-2021 Strategic Plan

- Goal 1: Ensure our built environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest
 - Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations
 - Action 1.1.2: Upgrade key bike and pedestrian corridors (Evergreen Highway, Fourth Plain Corridor, Columbia Street, MacArthur/McGillivray corridor)

Complete Streets Policy



Image credit: Boulder, CO

All Ages and Abilities Facility

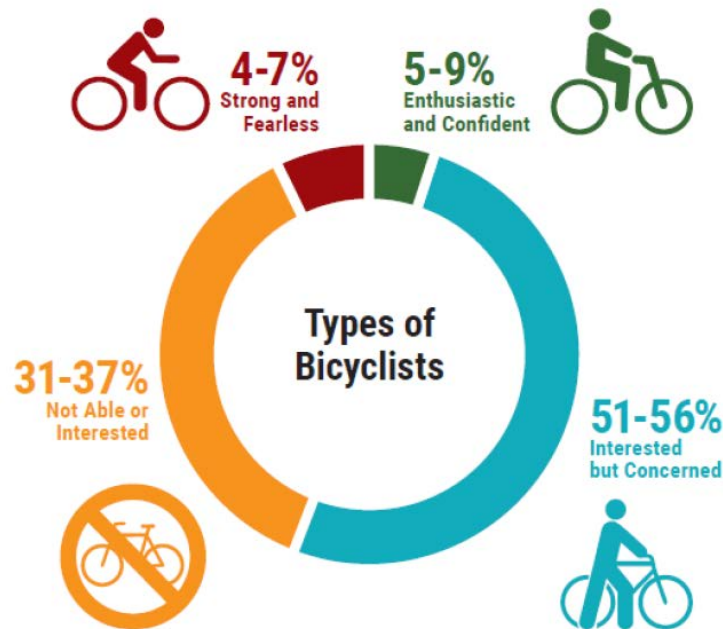


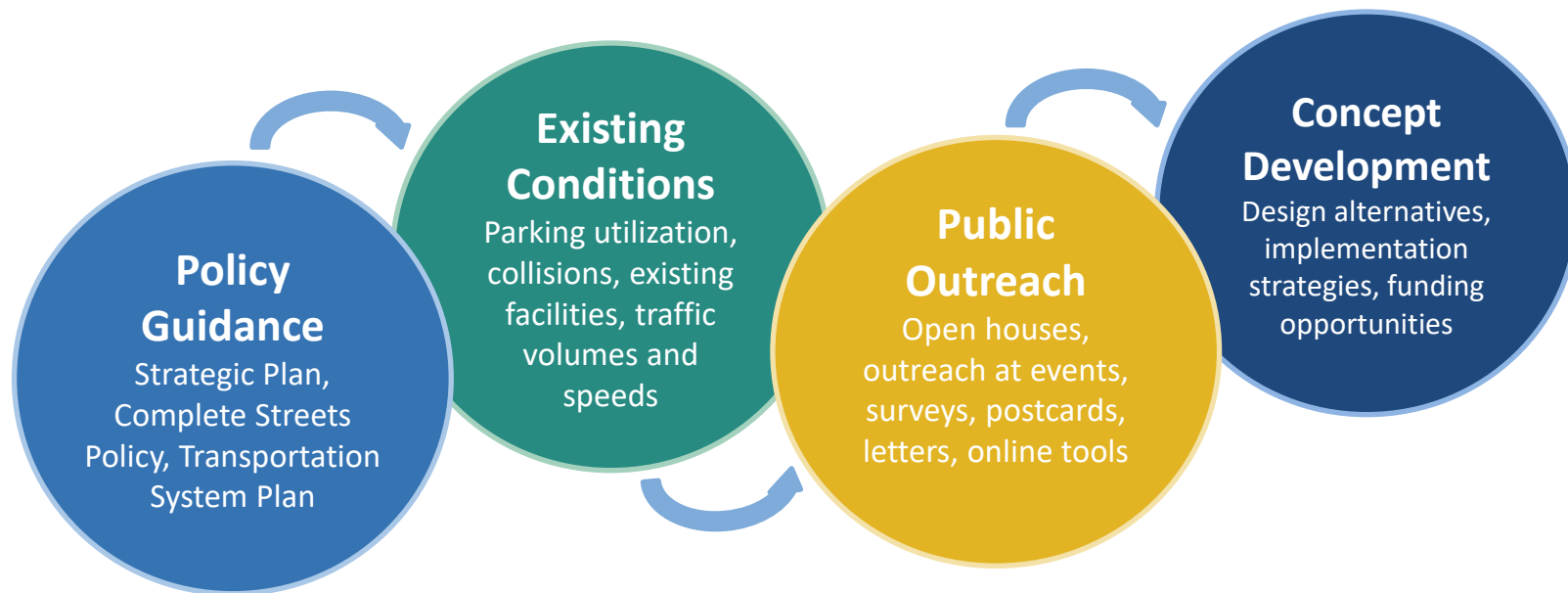
Image credit: Alameda County

All Ages and Abilities Facility

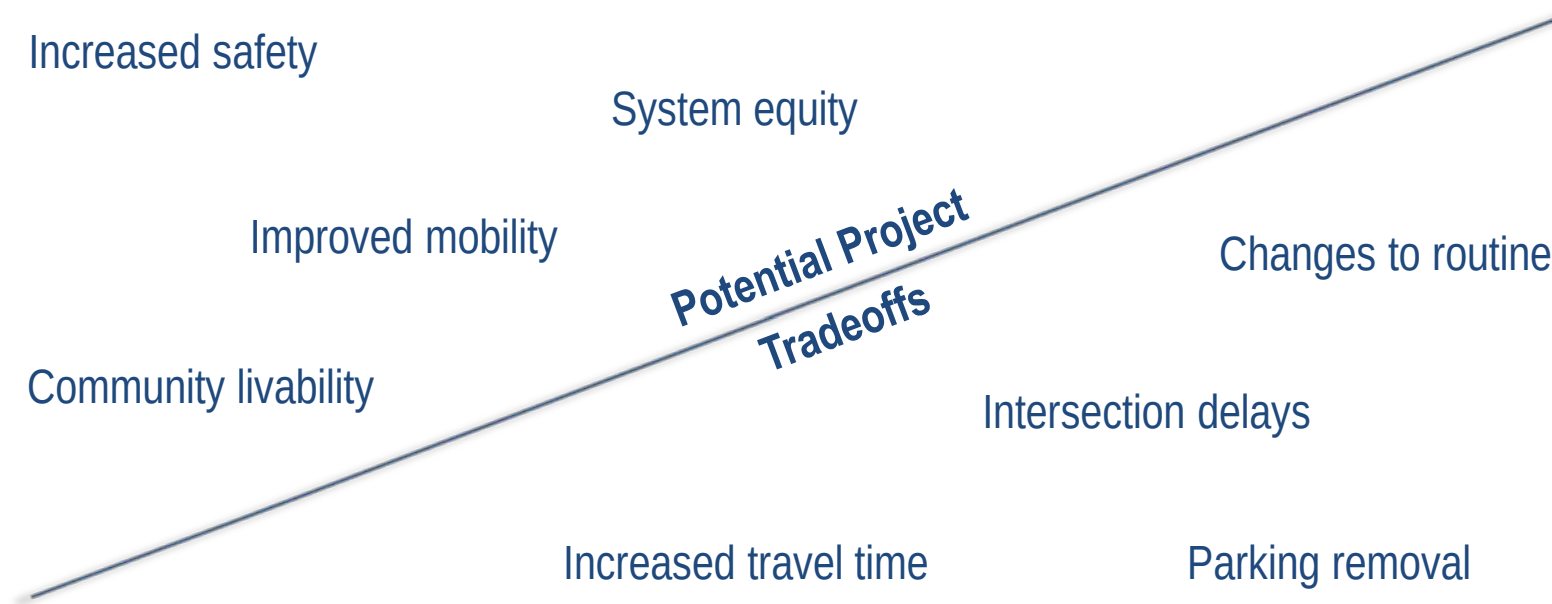


Image credit: Vancouver, B.C.

Complete Streets Project Process



Complete Streets Tradeoffs



Westside Mobility Strategy (WMS) Overview



Westside Bike Mobility Project Update - 10

WMS Balanced Mobility Concept

1. Build the 32nd Ave corridor and optimize Mill Plain Blvd for freight movement
2. Manage Fourth Plain Blvd and Fruit Valley Rd as secondary freight corridors; minimize freight on 39th St
3. Establish Main St as a vibrant, commercial spine of the westside and source of civic identity
4. Be a regional leader and partner for improvements to the I-5 corridor
5. Complete an interconnected network of bikeways and safe pedestrian routes



Westside Bike Mobility Project Update - 11

WMS Key Bike Facility Network Connections

1. Bike lanes on Columbia Street (existing plans)
2. Daniels-Washington bikeway
3. Jefferson/Kauffman/Lincoln corridor
4. F Street/C Street corridor
5. Downtown east-west corridors
6. Mill Plain couplet bike facility
7. Neighborhood east-west and Burnt Bridge Creek Trail corridors



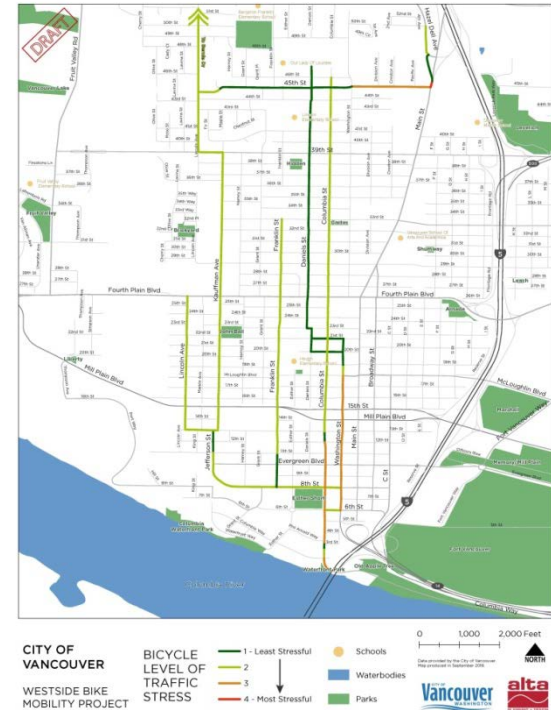
Westside Bike Mobility Project Overview

- Phase 1: Network Analysis – May through November 2018
 - Existing Conditions Analysis
 - Public Outreach Process
- Phase 2: Corridor Analysis – December 2018 through March 2019
 - Route Analysis/Data Collection
 - Design Concept Development
 - Public Outreach Process
- Phase 3: Phased Route Implementation – Future
 - Design Refinement
 - Segment Focused Public Outreach

Phase 1: Network Analysis

Existing Conditions Analysis:

- Traffic speed and volume counts
- Parking utilization studies
- Bike and ped counts
- Level of traffic stress analysis
- Drone footage of the corridors
- Intersection counts
- Driveway location and capacity



Phase 1: Network Analysis

Public outreach values and input process
(September through November of 2018):

- Presentations to the Arnada, Carter Park, Esther Short, Fruit Valley, Hough, Lincoln, and Northwest neighborhood associations
- Presentations to community stakeholder groups including the Uptown Village Association, the Bicycle and Pedestrian Stakeholder Group, and the Neighborhood Traffic Safety Alliance



Phase 1: Network Analysis

- Open house at Bike Clark County
- Tabling at community events including the farmers market and valet bike parking and flyer distribution at the Waterfront Grand Opening
- An online open house and survey
- Email, print, social media notifications
- Postcards, flyers, and posters
- An article in the *Columbian*

A survey form titled "What's Important to You?" from the Westside Bike Mobility Project. The form asks respondents to "Add your dots to weight the criteria below. Choose wisely to achieve a balance you can live with." It lists eight criteria, each with a grid of red dots for weighting: Access and Connectivity (10 dots), Equitability (3 dots), Safety (10 dots), Capacity (3 dots), Community (3 dots), Impacts (1 dot), and Economy (3 dots). Each criterion has a corresponding "PLACE DOTS HERE" area. The "Westside Bike Mobility" logo is at the top right of the form.

Phase 1: Network Analysis

Westside Bike Mobility Project

ONLINE OPEN HOUSE AND SURVEY

Open through November 18, 2018—take the survey for your chance to win a refurbished youth bike!

<http://openhouse.jla.us.com/westside-bike-mobility>

Image credit: Aljo

Deadline extended! Help the City design north-south bike routes west of I-5 to improve rider safety and comfort.

The Westside Bike Mobility Project will identify ways to improve north-south bike routes to better connect Vancouver's west side neighborhoods with downtown.

We want to hear from you! Hundreds of people have visited with us at community events this fall, and we want to make sure you're included. **Check out our online open house and take the community survey by Sunday, November 18, 2018.**

Our next step will then be to summarize the feedback that people have provided and develop the ideas into draft design concepts. The City will then provide opportunities for the community to review the draft concepts in early 2019.

For more information or to request other formats, please contact:
 Anna Dearman | (360) 487-7738 | WA Relay: 711
anna.dearman@cityofvancouver.us
www.cityofvancouver.us/bikemobility



What do complete streets look like?



With standard bike lanes
 Bike lanes designated with paint and signs.



With buffered bike lanes
 Along with bike lanes themselves, buffer zones are also designated with paint.



With protected bike lanes
 Physical objects such as planters or even parked cars occupy space between the bike lanes and other lanes.



With two-way protected bike lanes
 Bringing both directions of travel together in one protected area is sometimes better.



Shared-use path
 This type is completely separated from the roadway used by cars, but shared with others such as walkers and joggers.



Neighborhood greenway
 Riders share the same space with cars on designated low-speed, low-volume streets.



Help the City design north-south bike routes west of I-5 – because good bike routes help everyone get around safely.

Through the Westside Mobility Strategy, community members made clear that the Fruit Valley, Northwest, Lincoln, Shumway, Center Park, Hough, Ananda, and Esther Short neighborhoods need bikeway routes to downtown Vancouver.

WE WANT TO HEAR FROM YOU!
 The project is underway now through December 2018. You can take part in engagement events this September through November.

- COME VISIT US AT:**
- The Downtown Vancouver Farmer's market (near the roundabout) on **Sept. 22**
 - The Waterfront Grand Opening on **Sept. 29**
 - Open house events in October and November
- CAN'T MAKE IT?**
 Visit cityofvancouver.us
- Share your thoughts online.
- Sign up for our email list to stay up to date as the project progresses.

QUESTIONS?
 Ask Anna Dearman, Senior Transportation Planner: 360-487-7738 or Anna.Dearman@cityofvancouver.us

Vancouver
 WASHINGTON
 Fall 2018 Partner



Why Bike Routes?

For everyone's safety: not just for people biking, but also for those walking and driving. In New York City, streets with protected bike lanes had 40% fewer injury crashes for all road users over four years.

For predictable riding: Where streets have safe places to ride and clear guidance for drivers, ordinary riding becomes both safe and legal – and unexpected behaviors such as weaving, way riding disappear.

For YOU to ride: Nearly two-thirds of adults might like to ride more often, given better routes – and as many as 85% would ride on protected bike lanes. Better bikeways help typically underserved riders types – including women, youth, and older adults.

- HOW WE GET THERE**
- This project's design routes that could factor into 2019 street repair work. Designs will be compatible with the City's Complete Streets policy and principles, and with national best practices. Designs could include:
- **Protected bike lanes** (with physical separation from other lanes)
 - **Designated bike lanes** (with paint and signs)
 - **Sharrows** ("sharing an uneven roadway") pavement markings on streets such as neighborhood greenways
 - **Neighborhood greenways** (low-speed, low-volume residential streets comfortable for riders of all ages and abilities)
 - **New or improved bike racks**
 - **Traffic signals** with better response and crossing times for people biking
 - **Traffic calming** features such as speed cushions and raised crosswalks
 - **Reduced street parking** or **fewer general traffic lanes** (other than throughway, through lanes)

More bike use can bring broad and surprising benefits, such as:

- Increased local retail sales and a stronger local economy
- Better local air quality, helping those with asthma or similar conditions
- Longer life/better health in the general population



A designated bike lane



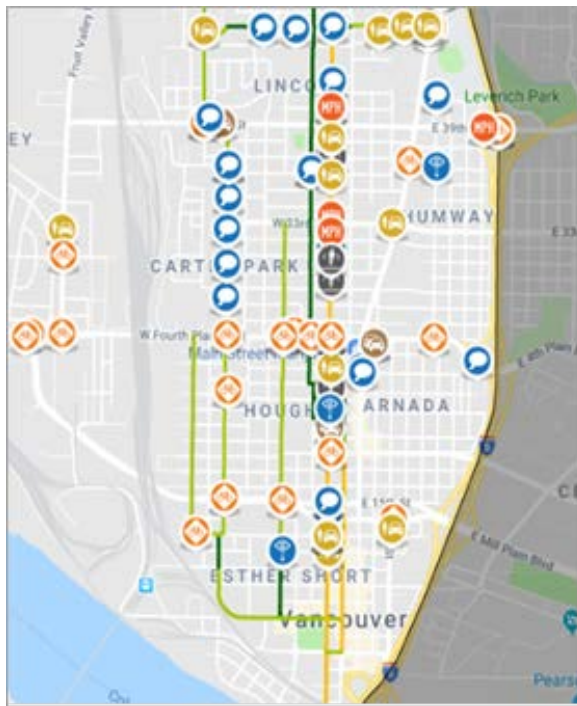
A protected bike lane, physically separated by planting and "bollards"

Westside Bike Mobility Project Update - 17

Phase 1: Network Analysis

Key takeaways from the fall 2018 outreach included:

- Develop a network of safe, connected bike routes, including separated or “protected” bike facilities where necessary, so people feel comfortable riding
- The Columbia Street, Daniels/Franklin Street, and Lincoln/Kauffman Avenue corridors were identified as preferred routes
- Columbia Street was identified as the route that provides the most access to desired destinations



Westside Bike Mobility Project Update - 18

Phase 2: Corridor Analysis

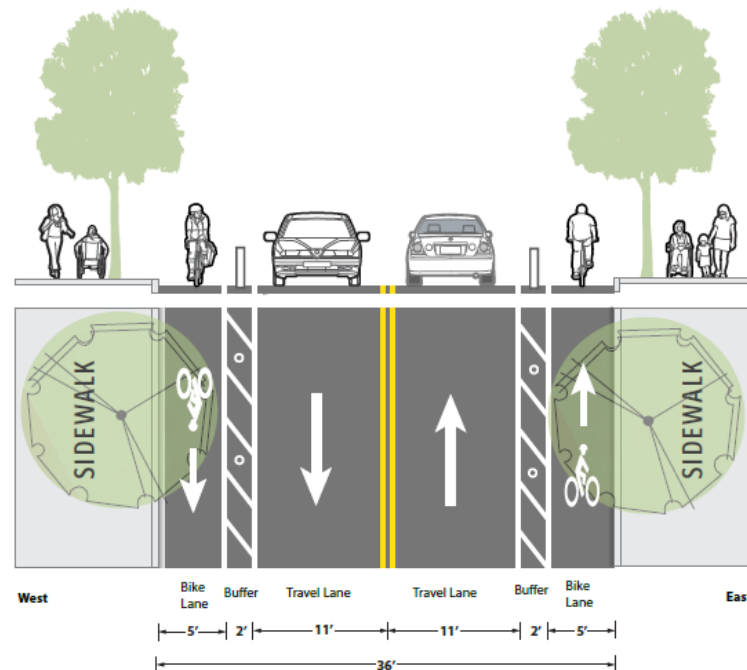
- The consultant team incorporated the public outreach process into the analysis of the study corridors to identify which corridors best met the following criteria:
 - Access and connectivity
 - Safety
 - Multimodal improvements
 - Community context and impact
- Columbia Street scored the highest in the evaluation analysis



Phase 2: Corridor Analysis – Columbia

Preliminary Proposal:

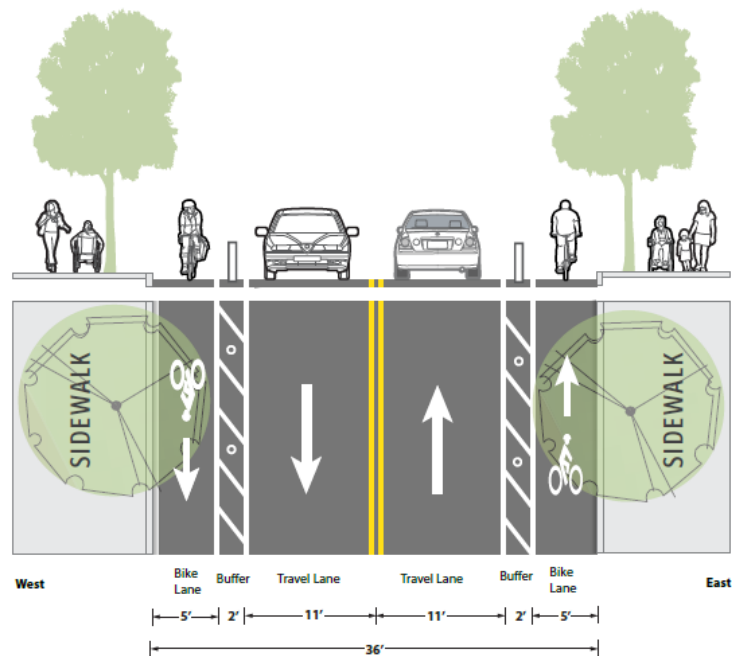
- Columbia – Mill Plain Blvd to Fourth Plain Blvd:
 - Remove parking on both sides and add protected bike lanes in each direction
 - Complete as part of 2019 pavement resurfacing



Phase 2: Corridor Analysis – Columbia

Preliminary Proposal:

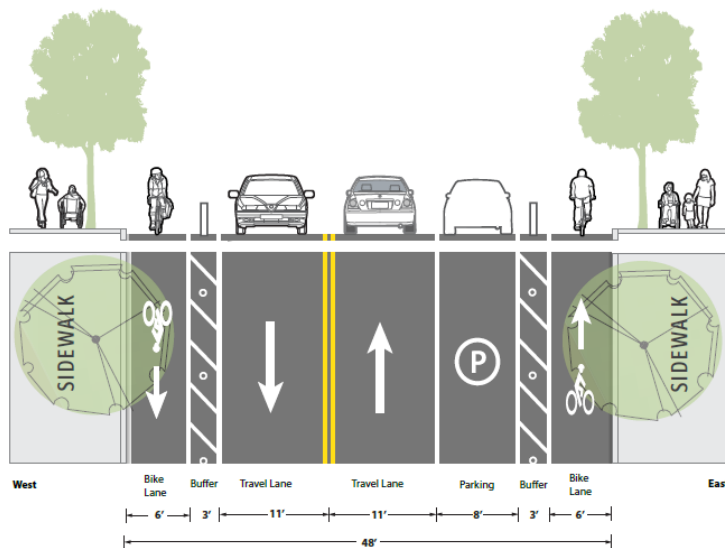
- Columbia – Fourth Plain to 45th St:
 - Remove parking on both sides and add protected bike lanes in each direction
 - Complete as part of 2020 pavement resurfacing from Fourth Plain to 33rd; 33rd to 45th complete as part of 2021 pavement resurfacing



Phase 2: Corridor Analysis – Columbia

Preliminary Proposal:

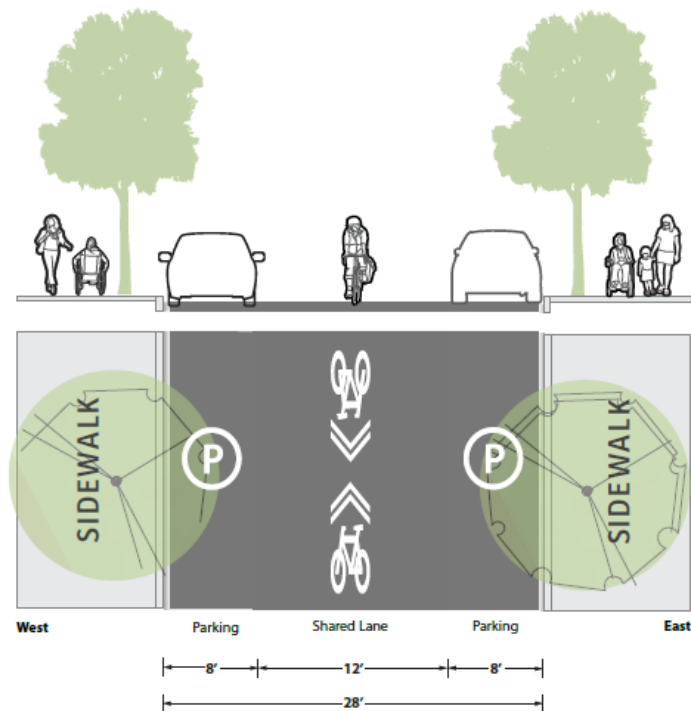
- Columbia – 6th St to Mill Plain Blvd:
 - Remove parking on one side (in areas with both sides of parking) and add parking protected/buffered bike lanes in each direction
 - Continue public outreach, refine design, and implement as part of pavement resurfacing in 2021
 - Identify design options for section from 13th St to Mill Plain



Phase 2: Corridor Analysis – Daniels/Franklin

Preliminary Design Concept:

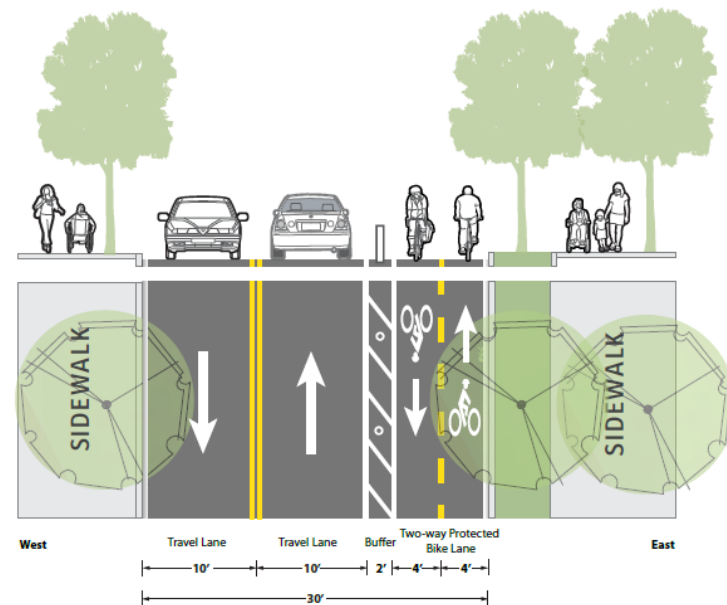
- Daniels – 16th St to 45th St:
 - Add traffic calming, sharrows, and make traffic control modifications for a neighborhood greenway
 - Continue public outreach, refine design, and implement as funding becomes available or street segment is resurfaced



Phase 2: Corridor Analysis – Daniels/Franklin

Preliminary Design Concept:

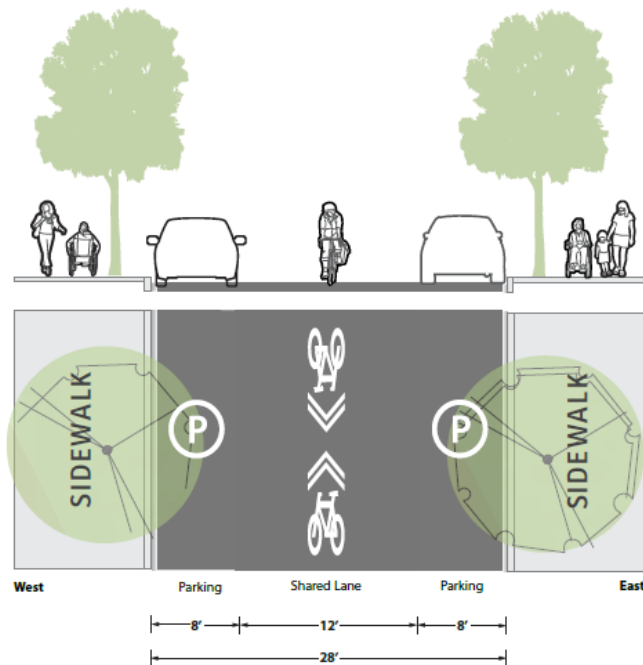
- Franklin – Mill Plain Blvd St to 16th St:
 - Remove parking on the east side of the street and add a two-way protected bike facility
 - Continue public outreach, refine design, and implement as funding becomes available or street segment is resurfaced



Phase 2: Corridor Analysis – Daniels/Franklin

Preliminary Design Concept:

- Esther/Columbia – Mill Plain Blvd to 6th St:
 - Neighborhood greenway could cross at Franklin or Columbia
 - If neighborhood greenway, add traffic calming, sharrows, and traffic control modifications
 - Continue public outreach, refine design, and implement as funding becomes available or street segment is resurfaced

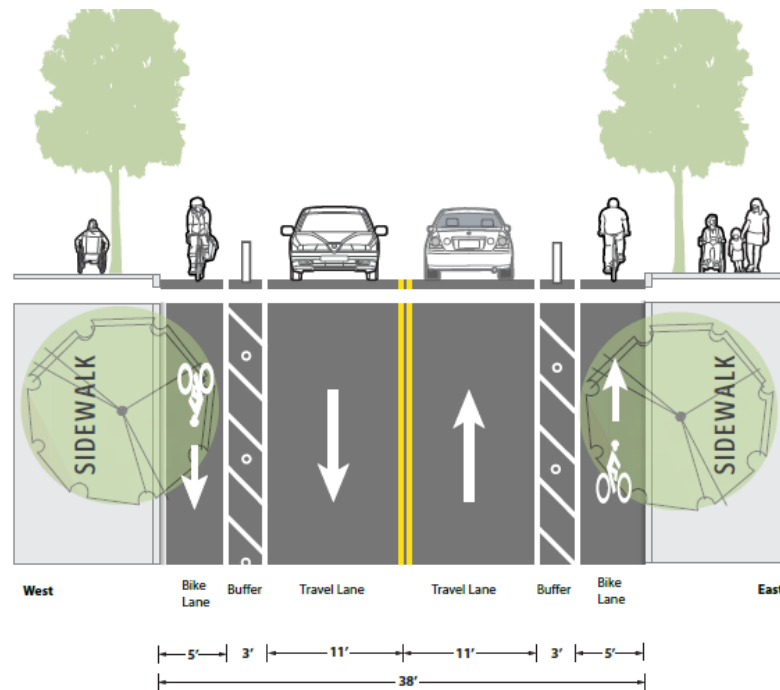


Westside Bike Mobility Project Update - 25

Phase 2: Corridor Analysis – Lincoln/Kauffman

Preliminary Design Concept:

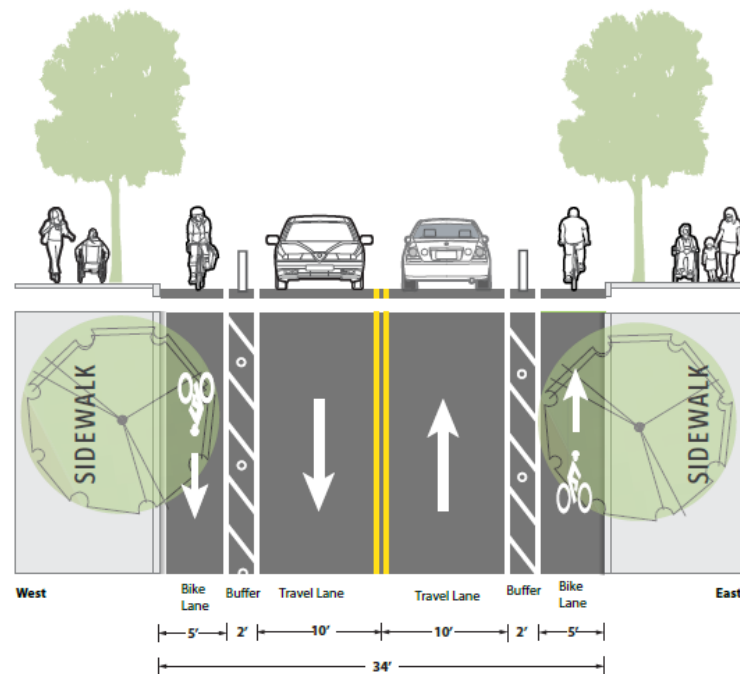
- Lincoln – 39th St to Bernie Dr:
 - Remove parking on both sides and add protected bike lanes in each direction
 - Continue public outreach, refine design, and implement as funding becomes available or street segment is resurfaced



Phase 2: Corridor Analysis – Lincoln/Kauffman

Preliminary Design Concept:

- Kauffman – 13th St to 39th St:
 - Remove parking on both sides and add protected bike lanes in each direction
 - Continue public outreach, refine design, and implement as funding becomes available or street segment is resurfaced



Phase 2: Corridor Analysis

Corridor analysis public outreach process (January – February 2019):

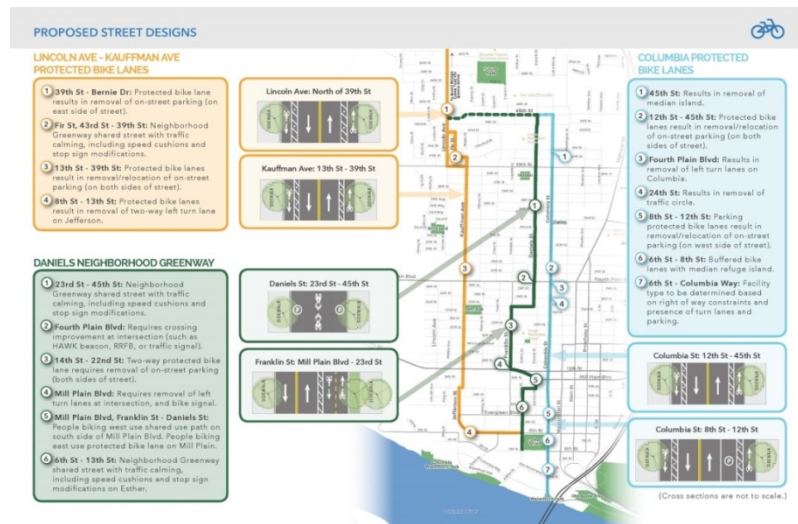
- Community events, including “coffee talks” at Boomerang and Latte Da, open house at the Vancouver Housing Authority, and booth at the Night Market
- Online survey
- Postcards to residents on the identified corridors, flyers, and yard signs



Phase 2: Corridor Analysis

Corridor analysis public outreach process (January – February 2019):

- Doorhangers to residents on Columbia Street
- Email, print, and social media notifications
- Articles in the *Columbian*
- Visits to businesses along Columbia Street



Phase 2: Corridor Analysis



Through the 2016 Westside Mobility Strategy, community members made clear that the Fair Valley, Northwest, Lincoln, Shumway, Carter Park, Hough, Arnsack, and Esther Short neighborhoods need better bike routes to downtown Vancouver. Now it's time to implement the bikeway recommendations from that strategy.

In fall 2018, the City heard from many people who need safer, more connected bike routes to feel comfortable biking on the west side of Vancouver. Public input and technical analysis have helped the City identify possible streets for north-south "all ages and abilities" bike routes west of I-5, and what those bike facilities could look like.

STREETS
Based on input and analysis, the City identified three streets with potential for better north-south bike routes: Columbia, Franklin-Esther and Lincoln-Kaufman-Jefferson.

These potential bike routes were analyzed for how well they could meet four groups of criteria: access and connect safety, multimodal improvements (better for biking and more), and community context and impact (bikes people need or want to go).

BIKEWAY TYPES
Columbia was identified for protected bike lanes, in which physical barriers separate people biking from motor vehicle traffic.

Daniels-Franklin-Esther was identified for a neighborhood greenway, in which signs and markings designate a low-volume street as preferred for biking and walking.

Lincoln-Kaufman-Jefferson was identified for protected lanes to serve the westernmost reaches of the study area. See inside for more information about the proposed options.

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We want to know what you think!
Help the City design safer, more connected north-south bike routes west of I-5.



NEXT STEPS

Community input will inform any changes to the proposed designs, with design completion in March. If the bike routes move forward, the City will start developing plans and regulations for construction.

Construction could occur as soon as summer 2019, when the section of Columbia from Mill Plan to Fourth Street is scheduled to be regraded. The proposed design concepts could guide future road changes as well.

WE WANT TO HEAR FROM YOU!
We need your input on the proposed bike route designs. Take part in community events in January and early February.

Come see us at a coffee talk, open house, or other event.

- **Coffee talk** at Boomerang, 808 Main St., Jan. 16, 4-6 p.m.
- **Coffee talk** at Latte Da Coffee House, 205 E 39th St., Jan. 19, 9 a.m.-12:30 p.m.
- **Open House** at the Vancouver Housing Authority, 2500 Main Street, Jan. 23, 4-6 p.m.
- **Information table** at the Night Market, Downtown, 21-25 Columbia Street #102, Feb. 1, 11-10 p.m.

Can't make it? Check out the project website bit.ly/westsidebike to learn more and take the survey for your chance to win a gift card to Latte Da!

VISUALIZING PROPOSED DESIGNS



SHARE YOUR THOUGHTS

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They identified **Columbia Street, Daniels Street and Lincoln Avenue** as potential places for better bike routes downtown. Come see what they could look like, and tell us what you think.

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Westside Bike Mobility Project

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- Jan. 19, 9am-12:30pm, Latte Da, 205 E 39th St.
- Jan. 23, 4-6pm, VHA open house, 2500 Main St.

Find out more about the project and take the online survey: www.cityofvancouver.us/bikemobility.

We hope to see you soon!



For more information or to request other formats, please contact:
Anna Dearman | (360) 487-7738 | WA Relay: 711 | anna.dearman@cityofvancouver.us
www.cityofvancouver.us/bikemobility

SHARE YOUR THOUGHTS

Help shape proposed new bike routes on Vancouver's Westside.



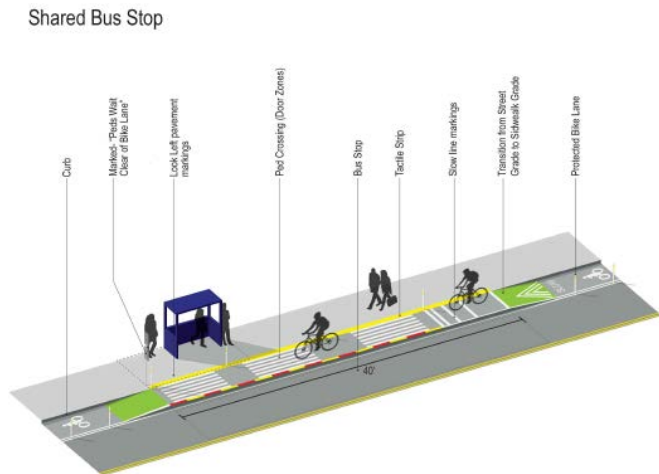
With your input, we've developed draft design concepts for proposed bike routes on the Westside.

Tell us what you think at an upcoming community event or online at www.cityofvancouver.us/bikemobility!

Phase 2: Corridor Analysis

Corridor analysis public outreach process
(January – February 2019):

- Coordination with service providers:
 - C-TRAN
 - USPS
 - Waste Connections
 - Clark County Veterans Assistance Center
 - VHA



Westside Bike Mobility Project Update - 31

Phase 2: Corridor Analysis

Preliminary results of Phase 2 public outreach include:

- Equally strong support for complete streets facility, preservation of parking, and maintaining look and feel of the neighborhood
- Proposed design concepts were viewed just about equally as being positive and negative for residents
- Residents are very concerned with the potential impacts of removing on-street parking
- There is a strong desire for continued public outreach on the project

Phase 3: Phased Route Implementation

Preliminary Proposal

- Short Term: Implement protected bike lanes as proposed with the resurfacing of Columbia from Mill Plain to Fourth Plain in summer 2019
 - Continue public outreach and work with impacted property owners in preparation for resurfacing project

Phase 3: Phased Route Implementation

Preliminary Proposal

- Medium Term: Implement remainder of Columbia Street protected bike lanes north of Fourth Plain and south of Mill Plain in conjunction with pavement treatment over the next three years:
 - Fourth Plain Blvd to 33rd St: complete with 2020 pavement resurfacing
 - 33rd St to 45th St: complete with 2021 pavement resurfacing
 - 6th St to Mill Plain Blvd: continue design refinement and public outreach, and complete as part of 2021 resurfacing

Phase 3: Phased Route Implementation

Preliminary Proposal:

- Long Term: Continue analysis and public outreach, design refinement, and funding pursuit for Daniels/Franklin and Lincoln/Kauffman corridors (to be implemented in future with grant funding, pavement treatment, etc.)

Proposed Next Steps

- Continue public outreach and design refinement for proposed project between Mill Plain and Fourth Plain in preparation for implementation as part of the Columbia Street resurfacing project in 2019
- Continue public outreach and design refinement for proposed projects between Fourth Plain Blvd and 45th St and 6th St and 13th St on Columbia St in preparation for future resurfacing projects
- Continue public outreach and design refinement for project proposals on the Daniels/Franklin and Lincoln/Kauffman corridors and implement as opportunities arise

Questions and Discussion

VANCOUVER
CITY HALL

Rebecca Kennedy, Long Range Planning Manager
Rebecca.kennedy@cityofvancouver.us or 360-487-7896
Jennifer Campos, Principal Transportation Planner
Jennifer.campos@cityofvancouver.us or 360-487-7728
www.cityofvancouver.us/bikemobility



Westside Bike Mobility Project Update - 37



Staff Report 028-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/25/2019

SUBJECT Continued Use of Washington State Contract 05916 for vehicle purchases

Key Points

- The City has greatly benefited by using Washington State Contract #05916 for the purchase of Chevrolet, Dodge, and Ford vehicles from Northsound Dwayne Lane (Dodge Dealership), and Columbia Ford. The City wishes to include Bud Clary Chevrolet in this arrangement.
- This contract does not expire until 1/5/2021 and can be extended an additional five years.
- The city has reached the limits of expenditures approved by Council in 2017.
- This contract is competitively bid.

Strategic Plan Alignment

N/A

Present Situation

The City uses Washington State Contract #05916 for vehicle purchases such as police vehicles, light duty vehicles, and medium duty vehicles.

Equipment Services would like authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for vehicle purchases through the end of the contract, which is 1/5/2021, and into any extended period offered by the State of Washington.

The City has purchased up to the approved levels authorized by Council in 2017 and requests authority to continue to purchase using this contract up to the amounts approved by Council in City's budget process.

Advantage(s)

1. Currently, the City purchases vehicles through the Washington State Contract that match the current City of Vancouver standard vehicle platforms. This helps with continuity of the fleet vehicles and the ease of purchase for maintenance required parts.

2. The vendors covered under this contract have continuously provided high quality; dependable vehicles that help maintain uniformity in the City fleet and the operational needs of many of the various departments.
3. The approval for continued use of this contract will enable Equipment Services to order the required fleet replacement vehicles while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

- Utilizes an existing contract thru Washington State that is good thru January 5, 2021, with an option to extend through January 5, 2025, and/or their replacement contract number, which is valid through the same timeline.
- Actual expenditures under this contract are subject to current and future budget appropriations approved by City Council.
- The expenditures under this contract are anticipated to be \$6,000,000.00 in 2019 and \$5,000,000.00 in 2020. These expenditures are subject to current and any future budget appropriations approved by City Council.

Prior Council Review

- Contract approval June 5, 2017 for the use of the contract with Columbia Ford. Staff report #161-17.
- Contract approval June 5, 2017 for the use of the contract with Northsound Dwayne Lane. Staff report #062-17.

Action Requested

Authorize the City Manager or his designee to approve purchases under Washington State contract #05916 for the life of the contract with Columbia Ford, Northsound Dwayne Lane, and Bud Clary Chevrolet.

Dan Zenger, Equipment Services Superintendent, 487-8205

ATTACHMENTS:

- ▢ Columbia Ford Contract 05916
- ▢ Dwayne Lane Contract 05916
- ▢ Bud Clary Contract 05916

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

COLUMBIA FORD, INC

FORD LINCOLN HYUNDAI

Dated January 5, 2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Columbia Ford Inc a Corporation ("Contractor") and is dated as of January 5, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced

and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Manufacturer's standard vehicle warranty shall cover all vehicles and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance of the Master Contract, and shall begin only at the time of Acceptance by the Purchaser.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

- 4.4. Recalls. In the event there is a recall of any of the Commodities, any of its components or any parts of the base vehicle ("Vehicle Recall"), Authorized Manufacturer Dealers in a customers service area shall provide reasonable assistance to Enterprise Services in developing a recall strategy and shall cooperate with the Enterprise Services and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor or Authorized Manufacturer Dealer shall immediately notify and provide copies to Enterprise Services of any communications, whether relating to recalls or otherwise. The Authorized Manufacturer Dealer, at its own cost, shall ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and Enterprise Services reasonable instructions.
- 4.5. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.6. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.7. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.8. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.9. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers-Contract Automobile Request System (CARS)
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Item status inquiry functionality that provides stock availability
 - Order tracking
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work

hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (d) Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred twenty (120) calendar days after receipt of order.
- (e) Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the vehicles from the Manufacturer, with one exception – vehicles requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).
- (f) Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.
- (g) Deliveries of awarded new Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

- (h) All self-propelled Motor Vehicle delivered by the Contractor to the Purchaser shall contain no less than one-quarter (1/4) tank of fuel or power as indicated by the fuel or power gauge at the time of delivery.
- (i) Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.
- (j) The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:
- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants
 - Check / Fill all fluid levels to assure proper fill
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s)
 - Inflate tires (including any spares) to proper pressures
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.
- (k) All Vehicles shall be delivered with each of the following applicable documents completed and included:
- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
 - Manufacturer's Window Sticker(s), if applicable;
 - Manufacturer's Certificate of Origin, if applicable;
 - Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
 - Copy of the Manufacturer's Standard Warranty Certifications;
 - Sales Tax Exemption Form, if applicable;

- (l) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Purchasers may because for default proceedings and/or Contract termination.
- (m) These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Vehicle that was previously rejected upon initial delivery.
- (n) Awarded Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered FOB Destination to any point within the State of Washington within thirty calendar days after receipt of the awarded Vehicles from the Manufacturer(s).

Final Inspection and Acceptance

- (a) The Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Vehicle received for acceptability. The Purchaser shall compare the physical Vehicle delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Vehicle received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Purchaser shall inspect the Vehicle for any physical damage if notified in 3 days. The Contractor is obligated to correct any concealed damage in the Vehicle pending usage.
- (b) The Parties agree that inspection and acceptance shall be the Purchaser's responsibility and occur at the location of the Purchaser. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Purchaser. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Purchaser shall assist the Contractor by:
 - Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading
 - Report any known visible and concealed damage to the carrier and the Contractor
 - Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise
 - Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report

- (c) Transportation and Delivery of the vehicle on Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Purchaser only after a thorough inspection indicates that the Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Vehicle be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Purchaser approved, corrective action.
- (d) Should the vehicle require service or adjustments as part of the purchaser approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the purchaser to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the purchaser. The vehicle shall not be accepted until all service and / or adjustments are satisfactory and the Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage are the responsibility of the Contractor.
- (e) The ordering Purchaser shall notify the Enterprise Services of any Contract deviation that it cannot resolve with the Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include the Purchaser's permanent refusal to accept the vehicle, in which case the vehicle shall remain the property of the Contractor, and the purchaser and the State shall not be liable for payment for any portion thereof.

- 5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

- 5.5. Testing. Samples of delivered vehicles and contractual services may be selected at random by Enterprise Services or Purchaser and tested for compliance with the requirements, specifications, terms, and conditions.
- 5.6. VEHICLE COMPLIANCE AND COMPATIBILITY. It is the Contractor's responsibility to ensure that the vehicles supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible User are fully compatible with each other. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Vehicle that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination

- 5.7. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 5.8. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

6. CONTRACT MANAGEMENT.

- 6.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Marie Tellinghiusen
Columbia Ford, Inc
Columbia Ford Lincoln Hyundai
700 7th Avenue
Longview, WA 98632
Tel: (360)-423-4321
Email: mariet@colford.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Marie Tellinghiusen
Columbia Ford, Inc
Columbia Ford Lincoln Hyundai
700 7th Avenue
Longview, WA 98632
Email: mariet@colford.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

7.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: _____

 Email: _____

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

7.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

7.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract
sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

7.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

7.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

8. RECORDS RETENTION & AUDITS.

8.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however,

that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 8.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 8.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

9. INSURANCE.

- 9.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 9.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

10. CLAIMS.

- 10.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

10.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

11. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

12. SUSPENSION & TERMINATION; REMEDIES.

12.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

12.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

12.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be

liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

12.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

12.5. **GOVERNMENTAL TERMINATION.**

(a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

12.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

13. GENERAL PROVISIONS.

13.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.

13.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.

13.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior

negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 13.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 13.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 13.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 13.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 13.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 13.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 13.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 13.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 13.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

- 13.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 13.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 13.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 13.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 13.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 13.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 13.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 13.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

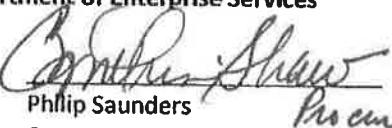
EXECUTED as of the date and year first above written.

STATE OF WASHINGTON

Department of Enterprise Services

COLUMBIA FORD LINCOLN HYUNDAI

By:


Philip Saunders

Its:

Contract Specialist

By:


Marie Tellinghiusen

Its:

Government Contracts Manager

Procurement Supervisor
1/5/2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

**NORTHSOUND AUTO GROUP LLC
DWAYNE LANE'S CHRYSLER, JEEP AND DODGE INC**

Dated January 5, 2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Northsound Auto Group LLC, an Incorporation ("Contractor") and is dated as of January 5, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.

3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).

3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser’s Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced

and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Manufacturer's standard vehicle warranty shall cover all vehicles and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance of the Master Contract, and shall begin only at the time of Acceptance by the Purchaser.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

- 4.4. Recalls. In the event there is a recall of any of the Commodities, any of its components or any parts of the base vehicle ("Vehicle Recall"), Authorized Manufacturer Dealers in a customers service area shall provide reasonable assistance to Enterprise Services in developing a recall strategy and shall cooperate with the Enterprise Services and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor or Authorized Manufacturer Dealer shall immediately notify and provide copies to Enterprise Services of any communications, whether relating to recalls or otherwise. The Authorized Manufacturer Dealer, at its own cost, shall ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and Enterprise Services reasonable instructions.
- 4.5. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.6. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.7. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.8. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.9. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers-Contract Automobile Request System (CARS)
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Item status inquiry functionality that provides stock availability
 - Order tracking
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work

hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (d) Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred twenty (120) calendar days after receipt of order.
- (e) Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the vehicles from the Manufacturer, with one exception – vehicles requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).
- (f) Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.
- (g) Deliveries of awarded new Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

- (h) All self-propelled Motor Vehicle delivered by the Contractor to the Purchaser shall contain no less than one-quarter (1/4) tank of fuel or power as indicated by the fuel or power gauge at the time of delivery.
- (i) Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.
- (j) The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:
- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants
 - Check / Fill all fluid levels to assure proper fill
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s)
 - Inflate tires (including any spares) to proper pressures
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.
- (k) All Vehicles shall be delivered with each of the following applicable documents completed and included:
- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
 - Manufacturer's Window Sticker(s), if applicable;
 - Manufacturer's Certificate of Origin, if applicable;
 - Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
 - Copy of the Manufacturer's Standard Warranty Certifications;
 - Sales Tax Exemption Form, if applicable;

- (l) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Purchasers may because for default proceedings and/or Contract termination.
- (m) These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Vehicle that was previously rejected upon initial delivery.
- (n) Awarded Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered FOB Destination to any point within the State of Washington within thirty calendar days after receipt of the awarded Vehicles from the Manufacturer(s).

Final Inspection and Acceptance

- (a) The Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Vehicle received for acceptability. The Purchaser shall compare the physical Vehicle delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Vehicle received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Purchaser shall inspect the Vehicle for any physical damage if notified in 3 days. The Contractor is obligated to correct any concealed damage in the Vehicle pending usage.
- (b) The Parties agree that inspection and acceptance shall be the Purchaser's responsibility and occur at the location of the Purchaser. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Purchaser. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Purchaser shall assist the Contractor by:
 - Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading
 - Report any known visible and concealed damage to the carrier and the Contractor
 - Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise
 - Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report

- (c) Transportation and Delivery of the vehicle on Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Purchaser only after a thorough inspection indicates that the Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Vehicle be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Purchaser approved, corrective action.
- (d) Should the vehicle require service or adjustments as part of the purchaser approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the purchaser to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the purchaser. The vehicle shall not be accepted until all service and / or adjustments are satisfactory and the Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage are the responsibility of the Contractor.
- (e) The ordering Purchaser shall notify the Enterprise Services of any Contract deviation that it cannot resolve with the Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include the Purchaser's permanent refusal to accept the vehicle, in which case the vehicle shall remain the property of the Contractor, and the purchaser and the State shall not be liable for payment for any portion thereof.

- 5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

5.5. Testing. Samples of delivered vehicles and contractual services may be selected at random by Enterprise Services or Purchaser and tested for compliance with the requirements, specifications, terms, and conditions.

5.6. VEHICLE COMPLIANCE AND COMPATIBILITY. It is the Contractor's responsibility to ensure that the vehicles supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible User are fully compatible with each other. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Vehicle that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination

5.7. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

5.8. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

6. CONTRACT MANAGEMENT.

- 6.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Mike O'Donnell
Northsound Auto Group LLC dba Dwayne
Lane's Chrysler, Jeep and Dodge Inc.
10515 Evergreen Way
Evergreen, WA 98204
Tel: (425)-551-4906
Email: modonnell@dwaynelane.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Mike O'Donnell
Northsound Auto Group LLC dba Dwayne
Lane's Chrysler, Jeep and Dodge Inc.
10515 Evergreen Way
Evergreen, WA 98204
Email: modonnell@dwaynelane.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

7.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: _____

 Email: _____

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

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- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

7.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

7.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

7.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

8. RECORDS RETENTION & AUDITS.

8.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however,

that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 8.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 8.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

9. INSURANCE.

- 9.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 9.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

10. CLAIMS.

- 10.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

10.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

11. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

12. SUSPENSION & TERMINATION; REMEDIES.

12.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

12.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

12.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be

liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

12.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

12.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

12.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

13. GENERAL PROVISIONS.

13.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

13.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

13.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior

negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 13.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 13.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 13.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 13.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 13.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 13.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 13.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 13.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 13.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

- 13.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 13.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 13.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 13.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 13.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 13.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 13.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 13.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:

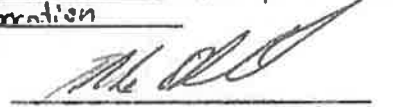

Philip Saunders

Its:

Contract Specialist *Procurement Supervisor*
1/5/2017

Northsound Auto Group LLC
dba Dwayne Lane's Chrysler, Jeep and Dodge
a Corporation

By:



Type Name

Its:

Title

Mike O'Donnell
Fleet Manager

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

BUD CLARY AUTO GROUP

Dated January 5, 2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Bud Clary Auto Group, a Corporation ("Contractor") and is dated as of January 5, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

- 2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.
- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced

and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Manufacturer's standard vehicle warranty shall cover all vehicles and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance of the Master Contract, and shall begin only at the time of Acceptance by the Purchaser.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

- 4.4. Recalls. In the event there is a recall of any of the Commodities, any of its components or any parts of the base vehicle ("Vehicle Recall"), Authorized Manufacturer Dealers in a customers service area shall provide reasonable assistance to Enterprise Services in developing a recall strategy and shall cooperate with the Enterprise Services and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor or Authorized Manufacturer Dealer shall immediately notify and provide copies to Enterprise Services of any communications, whether relating to recalls or otherwise. The Authorized Manufacturer Dealer, at its own cost, shall ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and Enterprise Services reasonable instructions.
- 4.5. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.6. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.7. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.8. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.9. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers-Contract Automobile Request System (CARS)
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Item status inquiry functionality that provides stock availability
 - Order tracking
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work

hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (d) Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred twenty (120) calendar days after receipt of order.
- (e) Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the vehicles from the Manufacturer, with one exception – vehicles requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).
- (f) Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.
- (g) Deliveries of awarded new Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

- (h) All self-propelled Motor Vehicle delivered by the Contractor to the Purchaser shall contain no less than one-quarter (1/4) tank of fuel or power as indicated by the fuel or power gauge at the time of delivery.
- (i) Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.
- (j) The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:
- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants
 - Check / Fill all fluid levels to assure proper fill
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s)
 - Inflate tires (including any spares) to proper pressures
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.
- (k) All Vehicles shall be delivered with each of the following applicable documents completed and included:
- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
 - Manufacturer's Window Sticker(s), if applicable;
 - Manufacturer's Certificate of Origin, if applicable;
 - Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
 - Copy of the Manufacturer's Standard Warranty Certifications;
 - Sales Tax Exemption Form, if applicable;

- (l) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Purchasers may because for default proceedings and/or Contract termination.
- (m) These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Vehicle that was previously rejected upon initial delivery.
- (n) Awarded Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered FOB Destination to any point within the State of Washington within thirty calendar days after receipt of the awarded Vehicles from the Manufacturer(s).

Final Inspection and Acceptance

- (a) The Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Vehicle received for acceptability. The Purchaser shall compare the physical Vehicle delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Vehicle received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Purchaser shall inspect the Vehicle for any physical damage if notified in 3 days. The Contractor is obligated to correct any concealed damage in the Vehicle pending usage.
- (b) The Parties agree that inspection and acceptance shall be the Purchaser's responsibility and occur at the location of the Purchaser. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Purchaser. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Purchaser shall assist the Contractor by:
 - Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading
 - Report any known visible and concealed damage to the carrier and the Contractor
 - Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise
 - Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report

- (c) Transportation and Delivery of the vehicle on Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Purchaser only after a thorough inspection indicates that the Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Vehicle be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Purchaser approved, corrective action.
- (d) Should the vehicle require service or adjustments as part of the purchaser approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the purchaser to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the purchaser. The vehicle shall not be accepted until all service and / or adjustments are satisfactory and the Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage are the responsibility of the Contractor.
- (e) The ordering Purchaser shall notify the Enterprise Services of any Contract deviation that it cannot resolve with the Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include the Purchaser's permanent refusal to accept the vehicle, in which case the vehicle shall remain the property of the Contractor, and the purchaser and the State shall not be liable for payment for any portion thereof.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

- 5.5. Testing. Samples of delivered vehicles and contractual services may be selected at random by Enterprise Services or Purchaser and tested for compliance with the requirements, specifications, terms, and conditions.
- 5.6. VEHICLE COMPLIANCE AND COMPATIBILITY. It is the Contractor's responsibility to ensure that the vehicles supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible User are fully compatible with each other. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Vehicle that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination

- 5.7. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 5.8. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. No ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. No ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

6. CONTRACT MANAGEMENT.

- 6.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Becky Davis
Bud Clary Auto Group
PO Box 127
Longview, Wa 98632
Tel: 360-423-1700 ext 2155
Email: becky.davis@budclary.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Bryce Clary
 Bud Clary Auto Group
 PO Box 127
 Longview, Wa 98632
 Email: Bryce.clary@budclary.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

7.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

7.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: _____

 Email: _____

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

7.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
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7.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
 - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 7.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 7.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

8. RECORDS RETENTION & AUDITS.

- 8.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however,

that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 8.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 8.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

9. INSURANCE.

- 9.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 9.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

10. CLAIMS.

- 10.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

10.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

11. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

12. **SUSPENSION & TERMINATION; REMEDIES.**

12.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

12.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

12.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be

liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

12.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

12.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

12.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

13. GENERAL PROVISIONS.

13.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

13.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

13.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior

negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 13.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 13.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 13.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 13.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 13.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 13.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 13.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 13.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 13.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

- 13.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 13.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 13.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 13.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 13.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 13.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 13.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 13.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

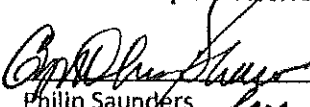
any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

- 13.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:


Philip Saunders

Its:

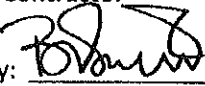
Contract Specialist

Procurement Supervisor

1/5/2017

BUD CLARY AUTO GROUP,
a Contractor

By:

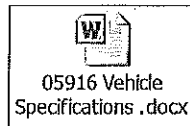

Becky Davis

Its:

Fleet Manager

EXHIBIT A

INCLUDED MOTOR VEHICLES SPECIFICATIONS



FTA and Buy America Attestation

Exhibit B

PRICES FOR MOTOR VEHICLES

Contract Automobile Request System (CARS)

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Installation and Service Locations

Installation

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the Installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Washington to perform warranty repairs and adjustments throughout the contract term. Contractors must complete the service and installations chart of this contract, and must maintain that document throughout the contract term. The Contractor shall promptly notify Enterprise Services of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer eligible Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

MANUFACTURER CERTIFIED TECHNICIANS

Installation and services shall be by manufacturer certified technicians.

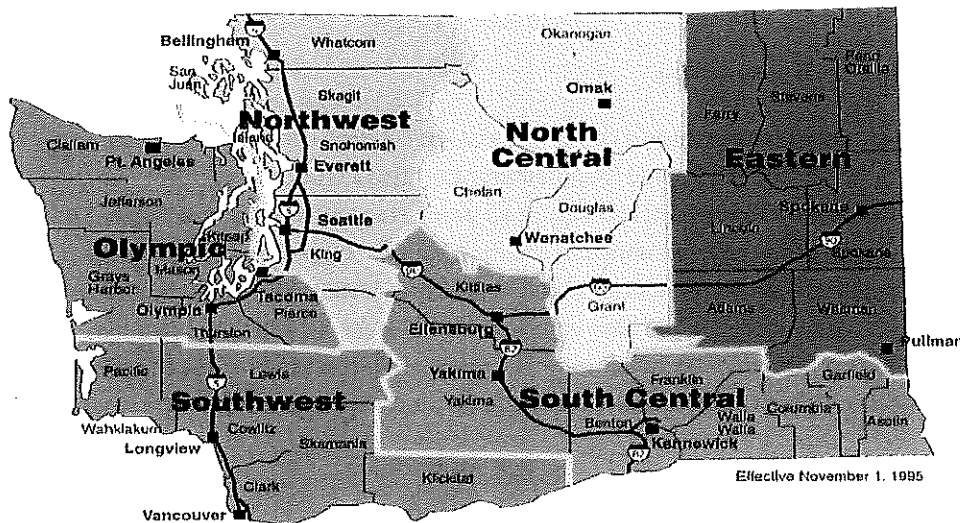
UPFITTER SERVICE AND INSTALLATION LOCATIONS

Identify service, installation locations, and delivery lead times (usual, customary, or outside of normal) by region in state. Expand table as necessary.

Upfit Equipment:

If equipment has already been ordered from supplier, cancellation could have a 10-25% re-stocking fee for commonly ordered equipment. Equipment with uniquely customized features/options as required by customer cannot be cancelled.

Upfitter Information Below:



Definitions

Definitions

Definitions are incorporated by reference, and apply to this contract. These definitions apply in both their singular and plural sense.

Component, Feature or Configuration

An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Vehicle, Representative Model, OEM Option, Identified Aftermarket Option, or Representative Base Model Vehicle.

Dealer(s)

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

EPA / Industry Class

The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and its carrying capacity.

Identified Aftermarket Option(s)

A new and unused component, feature, or configuration specified by the Department as equipment for the Base Vehicle Representative Model specification, that is intended for the specific Vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Base Vehicle Representative Model by the awarded Contractor.

MSRP

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

MSRP List

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific vehicles or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book
- Manufacturer's official website
- Chrome Data™ Carbook Fleet Edition.
- Bureau of Labor Statistics Producer Price Index (PPI)

Manufacturer/ Brand

The original producer or provider of Motor Vehicles responsive to this solicitation.

Non-Identified Aftermarket Options(s)

An optional new and unused component not specified, feature, or configuration not included in the Base Representative Vehicle Model specifications or options identified by the Department but may be installed to or uninstalled from the State of Washington Representative Base Model Vehicle by the Manufacturer, Dealer, Port, or Purchaser, if ordered by the Purchaser.

OEM or Manufacturer(s)

The Original Equipment Manufacturer or original producer of a Vehicle and/or service.

OEM Option(s)

A Motor Vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

OEM Options MSRP Credit

A price of the OEM Option that will result in a negative number.

Representative Model, Base Model(s), Base Vehicle(s), Motor Vehicle(s), or Vehicle(s)

A Department of Enterprise specified vehicle, that may include manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Vehicle.



Staff Report 029-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/25/2019

SUBJECT Lease Agreement with Del Sol, Inc.

Key Points

- Del Sol, Inc. will lease 2,200 square feet of commercial space at 5107 E. Fourth Plain Blvd. for a period of two (2) years
- The lease rate will be \$10.00 per square foot with a 3% escalation at year 2
- Lease revenue over term - \$35,860.00

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

Del Sol, Inc. is a janitorial and property maintenance company with its primary base of operations currently located in Pasco, WA. The City of Vancouver recently completed a Request for Proposals process to provide janitorial services to the City and Del Sol was awarded the contract. Del Sol is setting up a local base of operations in Vancouver and became aware that the City had some short-term rental space within the "Zhen" building available for use while they look for a more permanent location. The Zhen building, located at 5107 E. Fourth Plain Boulevard, was purchased by the City in 2018 as part of the Operations Center property consolidation efforts. The Zhen building is Class C office space that is anticipated to be demolished in 2023. With such a short life span remaining on the building, it is difficult to find tenants. This short term lease will work well with the City's timeline and bring in some unanticipated revenue.

It is proposed to enter into a lease agreement with Del Sol for approximately 2,200 square feet for a two (2) year period with one (1) year option to extend. In order to update the space to accommodate Del Sol's needs, the parties have negotiated a tenant improvement allowance valued at \$8,800.00. Del Sol will manage their improvements. Rent will be \$10.00 per square foot and will escalate 3% in year two of the Lease. This rate is consistent with the three other tenants in the building (Columbia Insurance, Amazing Hair Salon and Dice Age Games).

Advantage(s)

1. Provided predictable rental revenue stream for the next 2 years
2. By having Del Sol manage its own improvements, the City can avoid additional capital expenditures.

Disadvantage(s)

None

Budget Impact

The City will realize a positive cash flow of \$35,860.00.

Prior Council Review

None

Action Requested

Approve the Lease Agreement between City of Vancouver and Del Sol, Inc. and authorize the City Manager or his designee to execute the document.

Brian Carlson, Public Works Director, 487-7131

ATTACHMENTS:

- ▢ Lease Agreement

LEASE AGREEMENT

This is a lease between the City of Vancouver, a municipal corporation and first class city of the State of Washington, (Lessor) and Del Sol Inc., a Washington state corporation (Lessee), by which the Lessee leases certain space in a building from the Lessor. It is hereby agreed between the parties as follows:

1. Premises. The Lessor hereby leases to the Lessee a portion of the space in that certain building to be known as the "Zhen Building" at 5107 E. Fourth Plain Blvd., Vancouver, WA 98661, legally described as Clark County Assessor Parcel 030239-050 (Premises); such space having a floor area of approximately 2,200 square feet, as identified in attached Exhibit "A".
2. Condition of Premises. Lessee acknowledges Lessee is familiar with the Premises, has made a full inspection of the Premises and agrees to accept the Premises in its present condition, as is, and as suitable to meet Lessee's needs.
3. Improvements. Lessee shall make no alterations, additions, modifications, replacements or improvements to either the interior or the exterior of the leased Premises during the term of this lease, without obtaining Lessor's prior written approval. The cost of any improvements required to support the particular operating needs of the Lessee shall be the responsibility of the Lessee. Any Lessee improvements, including signage, must be approved by the Lessor and shall be made at the Lessee's sole expense. Title to all improvements constructed, installed or attached to the premises shall rest in the Lessor.
4. Americans with Disabilities Act (ADA). Lessee acknowledges awareness of the ADA. Lessee agrees that all Lessee initiated or requested improvements, alterations, additions and Lessee's uses of the Premises shall comply with the requirements of the ADA. The cost of any ADA improvements required in conjunction with any improvements initiated or requested by the Lessee shall be the sole obligation of the Lessee; otherwise the cost shall be the sole obligation of the Lessor.
5. Term. The term of the Lease shall be for two (2) years commencing February 1, 2019, and ending on January 31, 2021. At the end of two (2) years, Lessee shall have the option to renew the Lease for an additional one (1) year period at the sole discretion of the Lessor of which shall not be unreasonably withheld. Either party may terminate this agreement for any reason by giving six (6) months written notice to the other.
6. Rent. Lessee shall pay to Lessor as Rent for the Premises equal monthly payments per the schedule below, in advance, on the first day of each month of the Term hereof. Lessee shall pay Lessor upon the execution hereof \$1,100.00 as Rent for the first month. Rent for any period during the Term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the

United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

Year	Base Rent Annual Per Square Foot	Monthly Rent (Gross Amount)	Monthly Rent Credit	Base Rent Monthly (Net Amount)
February 1, 2019 – January 31, 2020	\$10.00	\$1,833.33	- \$733.33	\$1,100.00
February 1, 2020 – January 31, 2021	\$10.30	\$1,888.33	N/A	\$1,888.33

7. Tenant Improvement Allowance. Notwithstanding anything to the contrary set forth in the Lease, the Parties hereby acknowledge that Lessor will provide Lessee with a tenant improvement allowance in the amount of Eight Thousand Eight Hundred Dollars (\$8,800.00) (the "Allowance"), which Allowance shall be provided to Lessee in the form of a monthly rent credit against the gross amount of Base Rent, as shown in Section 6 above.
8. Parking. Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessor deems desirable for the control of parking automobiles on the leased Premises. Parking is assigned per unit and is not to be exceeded during business hours unless assigned beforehand. NO PARKING ON THE NORTH END OF THE BUILDING. Your unit will be allowed 4 parking spots at the front of the building, as shown on attached Exhibit "B". These spaces may be marked with signage at the Lessee's sole expense and in conformity with other signage and can be placed upon the fence to mark your spaces. Lessee shall be responsible for assigning said spaces to its employees and assuring that its employees do not park in public spaces set aside for customer parking or those spaces assigned to other tenants. Additional customer parking (unassigned) is provided at the back of the parking lot on a first come basis, as shown on attached Exhibit "B". Please respect the other tenant's parking privileges and comply with parking rules. Any vehicles left in the parking lot overnight may be towed at the owner's expense unless prior agreement has been made to do so.
9. Utilities, Services and Taxes. The Lessee shall provide for all necessary janitorial services and will promptly pay all charges for utility services, including electric, gas and garbage. Lessee shall provide for the expenses necessary for the daily operation of Lessee, including the cost of all consumables such as paper goods, lamps, etc. Rental rate is inclusive of all taxes. Lessee shall keep the premises and all items therein installed by Lessee in good condition, except only for reasonable wear and tear. Lessor will promptly pay all charges for water, sewer and stormwater.

10. Maintenance. The Lessor will at all times maintain the structural and mechanical components of the building, including heating and air conditioning, electrical, plumbing, roof, doors, windows and other permanent fixtures, except that those improvements, including specialized electrical, heating and air conditioning, directly related to the operation of the Lessee, shall be the responsibility of the Lessee. The Lessee shall be responsible for any and all damages to the building arising from the Lessee operations, acts or omissions of its employees, agents, invitees or licensees.
11. Inspection. Lessee shall allow the City's authorized representatives access to the leased Premises at all reasonable hours for the purpose of examining and inspecting said Premises for the purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.
12. Permitted Use. Tenant shall use the Property only for conducting the following business and for no other purpose without Landlord's written consent: Office and storage for commercial and residential janitorial & property maintenance service.
13. Sublease. Lessee shall not have the right to sublease all or any of the leased space
14. Indemnity. The Lessee agrees fully to indemnify and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the leased Premises caused by the fault or the negligence of the Lessee, its agents or employees, in the use or occupancy by the Lessee of the Premises covered by this agreement provided, however, that the Lessee shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the sole negligence of the Lessor, its agents or employees. The Lessor agrees fully to indemnify and save and hold harmless the Lessee from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the leased Premises caused by the sole negligence of the Lessor, its agents or employees; provided, however, that the Lessor shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the negligence of the Lessee, its agents or employees. This indemnity agreement shall include any claim made against the indemnitor by an employee of the indemnitee, or by an employee of a contractor of the indemnitee, even if the indemnitee or contractor is immune from liability under the Worker's Compensation statutes or similar statute or program.
15. Liability Insurance. Lessee agrees to carry and keep in force general liability insurance covering personal injury and death and property damage, liability insurance, and such other insurance as may be necessary to protect the City herein from such claims and actions aforesaid. Without limiting its liabilities aforesaid, Lessee agrees to maintain with insurance underwriter satisfactory to Lessor a standard form of policy or policies of insurance in a sum of not less than \$1,000,000 combined single limit bodily injury and property damage liability. Such policy or policies shall name Lessor as an additional insured and a certificate

outlining said coverage shall be on file with the City Risk Manager within fifteen (15) days of the signing of this lease.

16. Fire Insurance. The Lessor shall provide and keep in force fire insurance coverage, including the extended coverage endorsement, upon the Lessor's property to the full insurable value thereof. All proceeds of any such insurance shall be payable to Lessor. Such insurance coverage purchased by Lessor will not provide coverage for any contents nor Lessee improvements in or on the Premises. Lessor has the right to elect to self-insure such exposure(s).
17. Subrogation. The Lessor and the Lessee as further consideration for the execution of this agreement to each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carriers all claims of recovery for loss, damage or injuries sustained by Lessor and the Lessee and arising out of or incident to fire or explosion in, on or about the Premises and including other perils included in the standard fire policies with extended coverage endorsement attached as used in the State of Washington, whether such loss, damage or injury is due to the negligence of said Lessor or Lessee, their agents or employees, or otherwise; provided, however, that this agreement shall be dependent upon both the Lessor and the Lessee having the contractual right with their respective insurance carriers to waive subrogation.
18. Storage, Trash. Lessee shall not store anything outside except in areas approved by Lessor. The design and location of screens for storage areas must be approved by Lessor. Trash and garbage receptacles shall be kept covered. Lessee shall dispose of trash and other matter in a manner acceptable to Lessor, at Lessee's expense.
19. Signs. Lessee will obtain Lessor's prior approval of the location, design, size, color, materials, and other details of any signs to be located on the Premises. Signs will be designed and constructed in compliance with city and county sign codes.
20. Laws, ordinances, etc. Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county, and municipal governments which may be applicable to its operations.
21. Warranties and Guarantees. Except as hereinafter provided, the Lessor makes no warranty, guaranty or averment of any nature whatsoever concerning the condition of the leased Premises, including the physical condition thereof, or any condition which may affect the leased Premises, and it is agreed the Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such condition or conditions.
22. Redelivery: Upon termination of this lease through the passage of time or otherwise, Lessee shall have no further right or interest in the leased Premises and the Lessor shall be entitled to have the leased Premises returned to it immediately.

23. Holding over. In the event Lessee shall hold over and remain in possession of the leased Premises after the expiration of this agreement, without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement, but shall only create a tenancy for month to month which may be terminated at any time by Lessor. Rent during such month to month holdover period shall be at a rate of one hundred fifty percent (150%) of the current rent at the expiration of the agreement.
24. Non-waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of rent or of any other payment by Lessor from Lessee after any default by Lessee shall not constitute a waiver of such default or of any other default.
25. Attorney fees. In the event any action or suit or proceeding is brought to collect the rent due or to become due hereunder or any portion thereof, or to take possession of said premises or to enforce compliance with this agreement, the prevailing party agrees to pay such sum as the courts may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, and in the event of an appeal, as allowed by the appellate courts.
26. Default. (a) if Lessee shall fail to pay rent when due, or (b) if Lessee shall fail or neglect to do, perform, or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than 10 days, or under (b) herein for a period of not less than 30 days, unless otherwise agreed to in writing by Lessor, after Lessor has notified Lessee in writing of Lessee's default hereunder, or if Lessee shall be declared to be bankrupt or insolvent according to law or if any assignment of its property shall be made for the benefit of creditors, or if any mortgages obtained by Lessee for structures built on the leased land are foreclosed, or Lessee abandons the facility herein, or the primary building mentioned herein for a period of 30 days, then in any of said cases or events, Lessor, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this lease, enter into and upon said Premises or any part thereof and repossess the same of its former state, and expel said Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly, if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or proceeding breach of covenant
27. Quiet enjoyment. Lessor agrees that on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the lease Premises and all rights and privileges of said Premises, its appurtenance and facilities granted herein.
28. Non-discrimination. Pursuant to Title VII of the Civil Rights Act of 1964, Lessee agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any persons or groups of persons in any manner prohibited.

29. Interpretation of lease. Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by Lessor.
30. Invalid provisions. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.
31. Successors and assigns bound by covenants. All the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of the legal representative, successors and assigns of the respective parties hereto.
32. Notices. Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to the following or to such other respective address as the parties may designate to each other in writing from time to time:

Lessor: City of Vancouver
Attn: Property Management
PO Box 1995
Vancouver, WA 98668-1995

Lessee: Del Sol, Inc.
Attn: HR Manager
PO Box 3028
Pasco, WA 99302

33. Ratification. Acts taken pursuant to this agreement but prior to its execution are hereby ratified and affirmed.
34. Time of Essence. It is agreed that time is of the essence under this lease and of the payments and performances hereunder.
35. Applicable Law. This lease shall be construed, applied and enforced in accordance with the laws of the State of Washington. Any action brought under this Agreement shall be brought in Clark County, Washington.

Dated this _____ day of _____, 201__.

CITY OF VANCOUVER

DEL SOL INC.

Eric J. Holmes, City Manager

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

STATE OF WASHINGTON)
 ss:
County of Clark)

On this day personally appeared before me ERIC J. HOLMES, City Manager, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this _____ day of _____, 201__.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
 ss:
County of Clark)

On this day personally appeared before me _____, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this _____ day of _____, 201__.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires: _____

EXHIBIT "A"

square footage are estimates

Empty 550 sqft	Columbia insurance 550 sqft	All season 2nd Hand 1200 sqft	Hair Salon 1400 Sqft	Dice Age Games 2400sqft	Empty 2200 sqft

Parking

4th Plain Blvd

EXHIBIT "B"

square footage are
estimates

Empty 550 sqft	All season 2nd Hand 1200 sqft	Hair Salon 1400 Sqft	Dice Age Games 2400sqft	Empty 2200 sqft
Columbia insurance 550 sqft				

Parking



4th Plain Blvd



Staff Report 030-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/25/2019

SUBJECT Burnt Bridge Creek Neighborhood Action Plan

Key Points

- Neighborhood Associations are encouraged to complete Neighborhood Action Plans.
- Neighborhood Action Plans are written by the neighbors, approved by the neighborhood association members, and accepted by City Council.

Strategic Plan Alignment

Goal 6, Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections.

Present Situation

The Vancouver Comprehensive Plan states that "Vancouver is a city of neighborhoods". The plan emphasizes preserving or enhancing the unique character and function of individual neighborhoods, commercial districts and other places, which make Vancouver a special place to live. To help achieve this result, the neighborhood action planning program was started in 1994.

The Burnt Bridge Creek Neighborhood Association was established and recognized by the Vancouver City Council in 1998. The initial neighborhood action plan was adopted by the neighborhood association and accepted by city council in 2005. Since that time a substantial number of components of the plan were addressed or completed. Over the past year, the neighborhood association action plan committee worked with neighbors to get input on priorities and update the plan. City staff provided feedback which was considered by the neighborhood action plan committee. The proposed plan was made available to every household in the neighborhood. The plan was officially approved and adopted by the Burnt Bridge Creek Neighborhood Association at a general meeting on January 15, 2019.

Advantage(s)

1. This plan provides the Burnt Bridge Creek Neighborhood Association with an opportunity to establish a clear vision and collective priorities for the neighborhood.
2. Encourages individual neighbors to participate in the planning process.
3. Educates both city government and neighborhood residents about one another's concerns and visions for the future.
4. Provides an agenda for the Neighborhood Association and City staff to work on that, if implemented, will improve livability, safety and mobility within the neighborhood.
5. Promotes collaboration between the City and the Neighborhood, achieving a shared sense of responsibility.

Disadvantage(s)

The plan creates an expectation of action, which the Neighborhood may not be able to achieve given the competition for existing City, community and neighborhood resources.

Budget Impact

There is no immediate budget impact. However, City Council should anticipate requests for support for neighborhood improvement projects related to neighborhood appearance and livability; traffic safety; disaster preparedness, building a sense of community through neighborhood communication and activities; and encouraging the involvement of youth in the work and activities of the neighborhood association.

Prior Council Review

None.

Action Requested

Adopt a resolution to accept the updated Burnt Bridge Creek Neighborhood Action Plan.

Judi Bailey, Neighborhoods Coordinator, 487-8608

ATTACHMENTS:

- ▢ Resolution
- ▢ Burnt Bridge Creek Neighborhood Action Plan
- ▢ Neighborhoods Map

2/25/2019

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City of Vancouver, Washington relating to neighborhood planning; accepting the revised Neighborhood Action Plan for the Burnt Bridge Creek Neighborhood Association.

WHEREAS, on November 7, 2011, the City of Vancouver adopted the Vancouver Comprehensive Plan Update 2011-2030 providing long-term policy guidance in the areas of community development, economic development, housing, environment, public infrastructure and services, annexation and implementation for the City of Vancouver, under the provisions of Chapter 36.70A of the Revised Code of Washington; and

WHEREAS, the City's Comprehensive Plan specifically states in Policy CD-6 on Neighborhood Livability, "*Maintain and facilitate development of stable, multi-use neighborhoods that contain a compatible mix of housing, jobs, stores, and open and public spaces in well-planned, safe pedestrian environment.*"; and

WHEREAS, the City's Comprehensive Plan also specifically states in Policy IM-1 on Public Participation, "*Provide for broad public participation in the development and implementation of the comprehensive plan and associated development regulations and programs.*"; and

WHEREAS, Neighborhood Action Plans are intended to educate both city government and neighborhood residents about each other's concerns and visions for the future; promote collaboration between the City and the Neighborhood in order to achieve mutual goals and a shared sense of responsibility; initiate change rather than simply react to it by addressing specific issues and opportunities, and strengthen neighborhoods; and

RESOLUTION - 1

WHEREAS, the Burnt Bridge Creek Neighborhood Association adopted a Neighborhood Action Plan in March, 2005, and the plan was accepted by resolution of the Vancouver City Council; and

WHEREAS, substantial components of the Neighborhood Action Plan were addressed or completed; and

WHEREAS, the neighborhood action planning committee of the Burnt Bridge Creek Neighborhood Association prepared an update to the Neighborhood Action Plan. A draft version of the updated plan was advertised and made available for review and comment by all residents of the neighborhood, as well as city staff. After considering and reconciling comments from the residents and city staff, the updated plan was made available to every household in the neighborhood for review and comment prior to neighborhood approval. The plan was adopted by the Burnt Bridge Creek Neighborhood Association in a general association meeting on January 15, 2019; and

WHEREAS, the general policy statements included in the Neighborhood Action Plan may be used by all City appointed commissions and City Council to guide future decisions involving development proposals and plan amendments affecting the neighborhood; and

WHEREAS, it is anticipated that the City will utilize the Neighborhood Action Plan as input when considering projects and establishing city-wide funding priorities. It is recognized that many of the recommendations contained in the action plan are conceptual only and may need to be analyzed in greater detail, both individually and in relationship to other recommendations.

NOW, THEREFORE,

RESOLUTION - 2

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. City Council accepts the Neighborhood Action Plan for the Burnt Bridge Creek Neighborhood Association attached hereto.

Section 2. This resolution shall take effect and be in force immediately upon its passage.

ADOPTED at a regular session of the Council of the City of Vancouver, this 25th day of February, 2019.

Attest:

Anne McEnery-Ogle, Mayor

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 3

Burnt Bridge Creek

Neighborhood Association



NEIGHBORHOOD ACTION PLAN

January 2019



Neighborhood Plan Update Committee

Steve Downing, Chairperson
Janet Railsback
Dee Rainwater

City Council

Anne McEnery-Ogle, Mayor
Bart Hansen
Bill Turlay
Ty Stober
Linda Glover
Laurie Lebowsky
Erik Paulsen

City Staff

Eric Holmes, City Manager
Judi Bailey, Office of Neighborhoods
Tim Buck, BBCNA City Liaison

City Departments

Community & Economic Development
Communications - Public Works
Transportation - Public Works
Sidewalks - Public Works
Urban Forestry - Public Works
Solid Waste - Public Works
Vancouver Police Department
Vancouver Fire Department

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Introduction

The purpose of a neighborhood action plan is to identify issues that are of concern to the residents of the neighborhood, and to devise strategies for addressing these concerns. In conjunction with broader policies and implementation measures contained within the City's comprehensive plan, the neighborhood action planning process is intended to protect and enhance the livability within specific neighborhoods; as well as, to help fulfill the overall community vision and to create a more livable city. More specifically, neighborhood action plans are intended to.

- Educate both city government and neighborhood residents about each other's concerns and visions for the future.
- Promote collaboration between the city and the neighborhood in order to achieve mutual goals and a shared sense of responsibility.
- Create a "sense of place" within the community by identifying and developing the assets within each neighborhood.
- Initiate change, rather than simply reacting to it, by addressing specific issues and opportunities.
- Achieve sensible and coordinated project and program planning within each neighborhood and between all the city's neighborhoods.
- Strengthen neighborhoods.

Relationship to the Comprehensive Plan

In general, a comprehensive plan is intended to provide broad policy direction, which is implemented through more specific development regulations and capital expenditure programs. Comprehensive plans do not; however, typically address the more immediate needs and concerns of individual neighborhoods. This is the purpose of a sub-area or neighborhood plan.

The City's comprehensive plan, entitled Vancouver Comprehensive Plan 2011-2030, was updated in 2011. Vancouver identifies itself as a city of neighborhoods. The City of Vancouver formally recognizes 67 neighborhood associations that include over 90 percent of the city's population. The Neighborhood Action Plans are not formally adopted as part of the comprehensive plan, but they are consistent with the plan's direction and are submitted for review and acceptance by the Vancouver City Council.

The purpose of the Burnt Bridge Creek Neighborhood Association Action Plan is to integrate neighborhood needs into the City's budget process, Six-Year Transportation Improvement Program (including sidewalks, bike lanes, travel lanes, intersection capacity and traffic control), Neighborhood Traffic Control Program, Parks, Recreation, and Open Space Plan, and other planning and funding programs. The general policy statements included in the Action Plan may also be used by the City Council to guide future decisions involving development proposals and plan amendments affecting the neighborhood.

The Neighborhood Action Planning Process

The Burnt Bridge Creek Neighborhood Association with assistance from the City of Vancouver Neighborhood Services has developed this plan. The actual preparation of this plan was coordinated by the Neighborhood Action Planning Committee, whose members were appointed by the Neighborhood Association to represent the interests of the neighborhood as a whole. The original Committee Members included: Melissa Abbe, Angela Harp, John Harp, Steve Harris, Kim Mattox, and Amy Smith.

Originally, a survey was taken in June 2004 and a draft version of this Action Plan was made available to each household in October 2004 for review and comment by all residents of the neighborhood. After considering and reconciling comments from the residents, the plan has been endorsed by the Neighborhood Association according to their specific by-laws. After neighborhood approval the Plan was forwarded to City Council for consideration and acceptance by resolution in March of 2005.

In early 2018, the need for updating the Plan was identified as a goal for the Association and a new Committee was formed. Through the use of an online survey and input by neighbors, various changes were considered. An updated version of the Action Plan was presented to the Association for review. After additional considerations and reconciliations were made the Plan was approved. After approval the Plan was sent to the Office of Neighborhoods for acceptance. The updated Action Plan became effective in January of 2019.

It is intended that city agencies will utilize the action plans as input in developing more specific work programs and helping to establish citywide funding priorities. It is recognized that many of the recommendations contained in the action plans are only conceptual and may need to be analyzed in greater detail, both individually and in relationship to other recommendations. It should also be emphasized that financial resources may not exist for implementing all of the recommendations identified in the plan.

Overview of the Plan

This Plan contains four components. The NEIGHBORHOOD PROFILE contains a general description of the current conditions within the neighborhood. The VISION STATEMENT describes the neighborhood's sense of identity and vision for its future. The NEIGHBORHOOD OBJECTIVES identifies issues that are of concern to the residents of the neighborhood. The NEIGHBORHOOD ACTION STEPS includes specific potential strategies for accomplishing the identified objectives. Each Action Step is prioritized and identifies the responsible parties for implementing those strategies.

Funding and Financial Resources

Having a Neighborhood Action Plan does not guarantee funding to implement Neighborhood Action Steps; however, the neighborhood may be eligible for private, non-profit, city, state, and federal funding programs to help implement certain Action Steps.

Neighborhood Land History

The Burnt Bridge Creek Neighborhood Association can be found in the South half of Section 14, Township 2 North, Range 2 East. In 1889, Gustav Seivert owned the east half of the parcel. The west half of the parcel was owned by Christopher Richard, Levi Taylor, and Peter Peterson. The Seivert family continued ownership well into the twentieth century.

In the twentieth century, the O'Day family from Wisconsin bought a section along today's NE162nd Avenue. The three sons of Daniel and Elizabeth O'Day; Jordan, Bruce, and Daniel lived side by side on NE 162nd Avenue.

By the 1970's subdivisions of the land appeared with Wedgewood Acres and Wedgewood 2 at 137th Avenue and 39th Street. The remaining land was owned by Owen Vogel.

Subdivisions and construction of new homes escalated in the 1980's and 1990's, extending the neighborhood in a northeasterly direction of the remaining parcel.

Now, the Burnt Bridge Neighborhood consists of over 1700 residential homes.

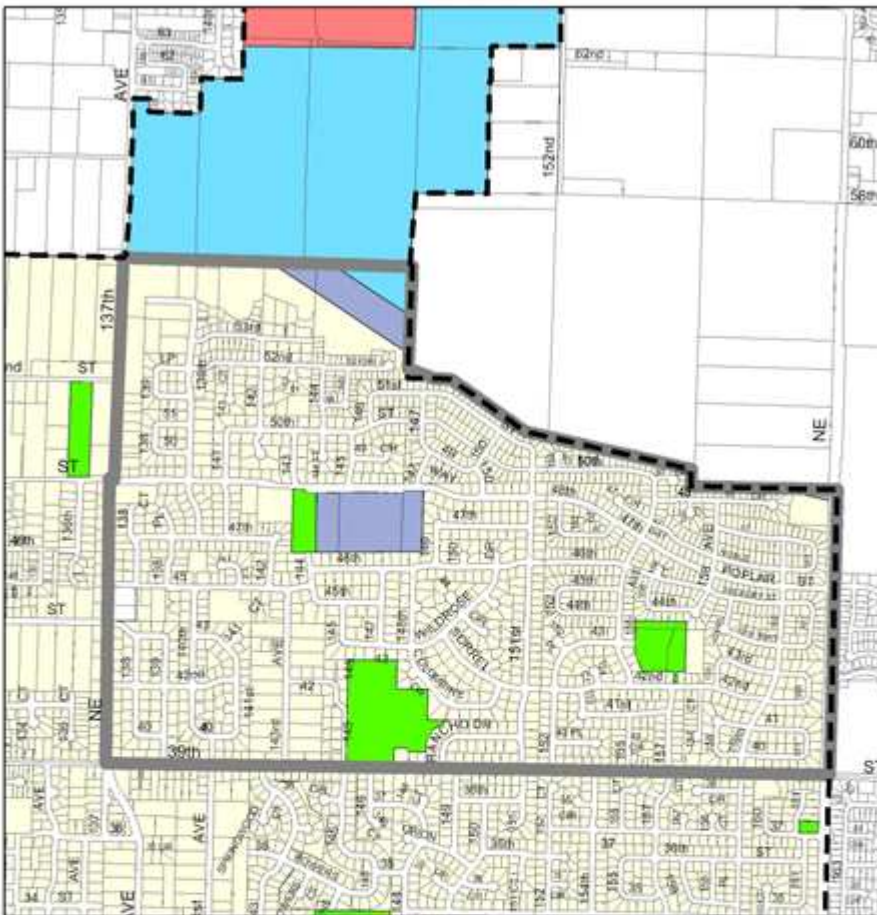
Neighborhood Profile

The Burnt Bridge Creek Neighborhood is one of the largest in the City of Vancouver. The neighborhood consists of both single and two story residential homes. Many homes within the neighborhood are nestled among fir trees providing a natural feel and protection against various weather conditions. We value the trees throughout our neighborhood and recognize their importance to our city's overall tree canopy. Our neighborhood is fortunate to have Burnt Bridge Creek Elementary School "centrally" located in the community. The school provides a great place to hold meetings and large events. We are privileged to have two city parks within our neighborhood: Burnt Bridge Creek Park; adjacent to the elementary school, and Fir Garden Park. Both parks have similar and different amenities for our neighbors to enjoy. Although we have no commercial businesses in our neighborhood, we have access to many services and businesses just a couple of miles away.

Neighborhood Boundaries

The boundaries of the Burnt Bridge Creek Neighborhood extend:
North along Burnt Bridge Creek, BPA easement, and light industrial zoned properties
South to NE 39th Street
East to NE162nd Avenue
West to NE137th Avenue

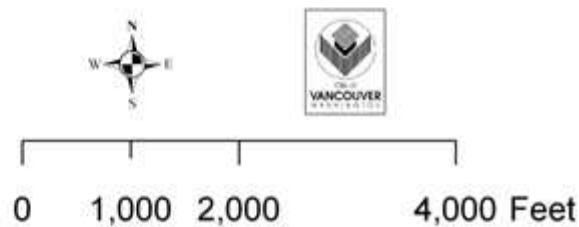
Neighborhood Area Map



Legend

- Urban Low Residential
- General Commercial
- Light Industrial
- Public Facility
- Open Space

Burnt Bridge Creek



Mission Statement

The mission of the Burnt Bridge Neighborhood Association is to build community by providing a forum for sharing information, connecting neighbors, promoting activities, and fostering civic involvement within our community and the city at large.

Vision and Values

We are a volunteer association striving to make our neighborhood a better place to live, with membership being open to everyone residing in the Burnt Bridge Creek Neighborhood.

We are responsive to our community's needs through the healthy and active relationships we build with our neighbors, other neighborhood groups, surrounding neighborhood businesses, community organizations and the City of Vancouver.

We operate as a conduit of information for our neighbors by organizing meetings, providing periodic speakers, distributing newsletters, and updating on various social media platforms. We keep our neighbors aware of city operations, potential developments or changes in the neighborhood, and community events.

We sponsor activities within our neighborhood to promote neighborhood unity.

We offer an opportunity for neighbors to bring forth their concerns and problems, providing direction and connecting them to resources for further investigation of their issues.

We respect, recognize and maintain ethnic, family, socio-economic and cultural diversity.

Objectives and Action Steps

The following recommended action items identified as having a "high" priority are considered by the Neighborhood Association to be most important. "Medium" priority action steps are somewhat less important. "Low" priority action steps are considered least important.

Priority has been assigned by the Neighborhood Association for each action step without regard for the time frame within which the recommendation can realistically be accomplished (short-range, long-range) and without concern for whether funding sources can be practically identified. Accordingly, it is possible that a "High" priority item may not be realized for many years. In contrast, some "Low" priority items could be potentially accomplished in a relatively short amount of time without significant capital expense.

Listed below are abbreviations for the various responsible parties used throughout the document:

Abbreviations:

AC	Animal Control – Clark County
ADA	Americans with Disability Act
BBCNA	Burnt Bridge Creek Neighborhood Association
BC	Business Community
CITY	All Responsible City Departments
CMS	Community Mediation Services (Community Non-profit Organization)
CRESA	Clark Regional Emergency Services Agency
CTAN	CTAN (Public Transportation Agency)
NTSA	Neighborhood Transportation Safety Alliance
OWN	Neighborhood Property Owners
PMG	Property Management Groups
VCC	Vancouver Code Compliance
VFD	Vancouver Fire Department
VPR	Vancouver Parks and Recreation
VON	Vancouver Office of Neighborhoods
VPD	Vancouver Police Department
VPW	Vancouver Public Works
VSWS	Vancouver Solid Waste Services – Public Works
VTPW	Vancouver Transportation – Public Works
VUF	Vancouver Urban Forestry – Public Works

I. Community Appearance

Objective #1: Encourage neighbors to maintain an attractive visual appearance of their home and property.

Through participation in the neighborhood association, and only when necessary code enforcement, the residents of the Burnt Bridge Creek Neighborhood wish to promote regular maintenance of properties in our neighborhood. By doing so we create a sense of pride and enhance overall neighborhood livability.

<u>Action Steps</u>	<u>Priority</u>	<u>Responsible Parties</u>
Encourage residents to maintain their property with actions such as home maintenance, regular lawn mowing, weed control, leaf removal, proper tree care, and general upkeep.	H	OWN, BBCNA, VUF
Increase awareness and educate residents via the neighborhood newsletter and neighborhood meetings regarding yard maintenance tips.	H	BBCNA
Encourage residents to alert appropriate parties to any potential violations concerning unkept homes and properties including abandoned homes, bank foreclosures, etc.	M	OWN,BBCNA,VCC
Encourage residents to alert appropriate parties to any potential violations regarding junk or inoperable cars and timely discarding of bulk items; including but not limited to appliances, furniture, and tires.	M	OWN,BBCNA,VCC
Educate residents on permit requirements regarding tree removal (street and private trees) so that we are retaining mature healthy trees and there are not unnecessary expenses to residents.	M	BBCNA, VUF
Recognize neighbors for improving the appearance of their homes and yards.	L	OWN, BBCNA

Objective #2: Preserve and enhance overall neighborhood appearance and livability.

By encouraging residents to take an active role in the upkeep of common areas; including but not limited to, neighborhood streets, sidewalks, and planting strips, we can achieve an attractive visual appearance of our neighborhood and maintain/increase property values.

<u>Action Steps</u>	<u>Priority</u>	<u>Responsible Parties</u>
Increase awareness and educate residents via the neighborhood association's newsletter and guest speakers at neighborhood meetings regarding community programs; such as, street tree planting/care and neighborhood cleanup day.	H	BBCNA
Encourage residents to address weed control on the sidewalks and common areas immediately adjacent to their homes.	H	OWN, BBCNA
Encourage property owners to maintain their sidewalks in good repair, to increase the safety, accessibility and walkability in the neighborhood.	H	OWN, BBCNA, VPW
Continue to be involved with the city's clean-up program(s); such as, Neighborhood Cleanup Day (yearly event).	H	OWN, BBCNA, VSWS
Provide neighbors with disposal coupons for yard debris, leaves, and/or tires at appropriate times during the year.	H	BBCNA, VSWS
Encourage neighborhood involvement on large community projects.	H	OWN, BBCNA
Explore possible solutions for the removal of junk, inoperable, or abandoned vehicles.	M	OWN, BBCNA

II. Traffic and Safety

Objective #1: Increase pedestrian and bicycle access and safety throughout our neighborhood by encouraging safe driving habits.

The residents of the Burnt Bridge Creek Neighborhood have determined that vehicular traffic is a serious ongoing problem stemming from both pass-through traffic and neighborhood residents. It is viewed as a public safety issue since walking and cycling are important forms of recreation enjoyed throughout the neighborhood.

Action Steps

Priority

Responsible Parties

Pursue the use of the Speed Monitor Awareness Radar Trailer to accurately measure and display them, thus discouraging speeding on a yearly basis.

H

OWN, BBCNA, CITY, NTSA

Promote proper speeds with the use of signage in collaboration with the City or other traffic safety organizations.

H

OWN, BBCNA, CITY, NTSA

Locate areas that may benefit from traffic calming techniques; such as, reduced speed signs, street murals, rumble strips, speed cushions, street trees, or traffic circles to reduce vehicle speeds.

H

OWN, BBCNA, CITY, NTSA, VUF

Appoint a neighborhood liaison and a backup person to attend NTSA meetings as the BBCNA representative on a regular basis.

H

OWN, BBCNA

Objective #2: Encourage the development of an active crime watch program within the neighborhood.

The neighbors of Burnt Bridge Creek have determined that an active neighborhood watch program can be an effective deterrent to crime and promote a greater sense of security for residents.

Action Steps

Encourage neighbors to participate in the city's Neighbors on Watch program, as citizen patrollers for the Vancouver Police Department.

Priority

H

Responsible Parties

OWN, BBCNA, VPD

Objective #3: Prepare neighbors to care for themselves and their neighbors in the event of a disaster.

The neighbors of Burnt Bridge Creek are prepared to take care of themselves and each other in the event of a large scale disaster.

Action Steps

Neighbors will be made aware of the potential types of disasters in our area.

Priority

H

Responsible Parties

BBCNA, CRESA

Households will be encouraged to put together a personal preparedness plan specific to their needs.

H

OWN, BBCNA

Neighborhood to encourage individuals to take Community Emergency Response Team [CERT] training and form a CERT team for the neighborhood.

M

OWN, BBCNA, VFD

Neighborhood will use the Map Your Neighborhood Program to organize neighborhood groups for disaster response.

M

OWN, BBCNA, VON

III. Noise and Nuisances

Objective #1: Keep the neighborhood quiet and harmonious by reducing noise.

Neighbors wish to promote a quiet environment to ensure a peaceful coexistence among all residents.

<u>Action Steps</u>	<u>Priority</u>	<u>Responsible Parties</u>
Urge neighbors to abide by Vancouver Municipal Code regarding Noise and Public Disturbances, via the neighborhood meetings, newsletter, and social media.	H	OWN, BBCNA, CITY

Objective #2 Work with residents to be responsible and courteous.

Encourage neighbors to use diplomacy and tact to resolve potential disputes.

<u>Action Steps</u>	<u>Priority</u>	<u>Responsible Parties</u>
Encourage neighbors to work together in finding the best solutions to problems.	H	OWN, BBCNA
Encourage the use of mediation for nuisance problems that cannot be solved among neighbors.	M	OWN, BBCNA, CMS
Neighbors should demonstrate respect and consideration in controlling pets. Dog owners should ensure their pets are not continuously barking when left outside. Leash and scoop laws must be complied with at all times.	M	OWN, BBCNA, AC
Educate neighbors on limitations of parking of motor vehicles, boats, trailers, commercial, and heavy commercial equipment.	M	OWN, BBCNA, VCC
Encourage residents to remove signs promptly after events such as yard sales, birthday parties, elections, etc.	M	OWN, BBCNA

IV. Community Involvement and Recreation

Objective #1: Promote and encourage communications with our neighbors by fostering community relations.

We look forward to building a strong foundation for community relations and involvement by utilizing the strengths and energies of our residents.

<u>Action Steps</u>	<u>Priority</u>	<u>Responsible Parties</u>
Continue publishing and delivering a neighborhood newsletter, encouraging residents to submit articles of interest.	H	OWN, BBCNA, VON
Encourage and promote continued use of the city's website and other social media platforms as sources of information for the neighborhood.	H	OWN, BBCNA, CITY
Set aside time for neighbors to share news and concerns at informal meetings.	H	OWN, BBCNA
Have annual neighborhood community building functions; such as, a summer picnic, chili cook-off, bingo night, etc.	H	OWN, BBCNA
Promote the National Night Out event held annually by announcing the date and providing information about the event.	M	OWN, BBCNA, VON
Develop relations with neighboring communities.	M	OWN, BBCNA

Objective #2: Maintain and improve the neighborhood parks.

Individuals, families, and children need recreational opportunities within the neighborhood. This can be achieved by providing residents with safe, clean, and friendly park facilities.

Action Steps

Monitor the park areas to ensure they are properly maintained, there are no safety hazards, and they are safe places for all to use and enjoy.

Monitor playground equipment to ensure it is maintained for the safety of children.

Monitor all other equipment in parks to ensure it is maintained for the enjoyment of all to use and enjoy.

Provide safe, clean public drinking fountains for use by neighbors.

Neighborhood to provide dog waste bags at each park to empower our community towards good stewardship of our local environment.

Priority

H

H

H

H

H

Responsible Parties

OWN, BBCNA, VPR, VPD

OWN, BBCNA, VPR

OWN, BBCNA, VPR

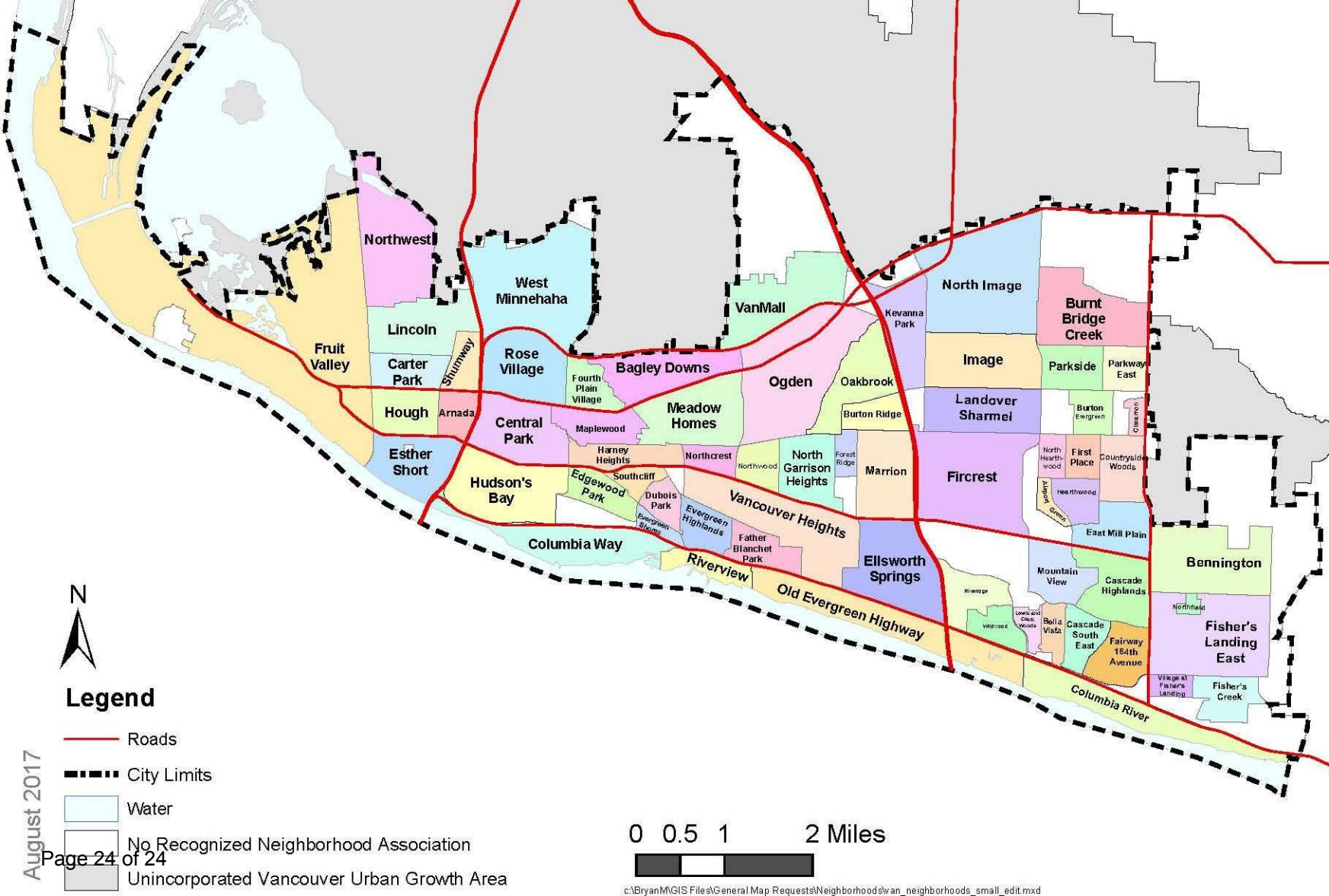
BBCNA, VPR

OWN, BBCNA

Objective #3: Ensure that youth have a significant place in Neighborhood Association activities.

Youth perceptions, concerns, and needs play a large part in the livability of our neighborhood. All plans and programs that affect them should have their input.

<u>Action Steps</u>	<u>Priority</u>	<u>Responsible Parties</u>
Encourage youth to establish representation within the neighborhood association.	H	OWN, BBCNA
Organize to make the concerns of youth known in the neighborhood association.	H	OWN, BBCNA
Include youth in planning activities whenever possible and appropriate.	H	OWN, BBCNA
Make youth concerns known to the city.	H	OWN, BBCNA, VON



Legend

— Roads

- - - City Limits

Water

No Recognized Neighborhood Association

Unincorporated Vancouver Urban Growth Area

0 0.5 1 2 Miles



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Staff Report 031-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/25/2019

SUBJECT Approval of New (Extended) Contract with Waste Connections of Washington to provide Comprehensive Garbage, Recyclables, and Organics Collection Services through April 30, 2030

Key Points

- As presented at a February 4th Council workshop, the City's existing collection contract with Waste Connections expires January 31, 2020. City Council directed staff to negotiate terms for a new contract with Waste Connections of Washington that will provide for organics collection (food scraps to be included in subscription yard debris service) which was a condition of a contract extension.
- Council consideration of the new Waste Connections contract is linked to consideration of a rate ordinance (Item No. 6) that is scheduled for a second reading and public hearing at the February 25 Council meeting (the first reading and a copy of the draft new contract was provided as part of the February 11 Council meeting).
- If the new contract is approved, the ordinance will update the pertinent rates established under the new contract and provide for housekeeping changes to the code.
- The contract language and structure is entirely new. This is not a revision of the existing contract. Key changes are summarized below and were detailed in a January 29 memo and at the February 4 workshop.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The City contracts with a private hauling company, Waste Connections of Washington, to provide comprehensive garbage, recycling and yard debris collection services to residents and businesses within city limits. The existing contract, last updated on June 1, 2009, is scheduled to

expire on January 31, 2020. In response to City Council direction, City staff negotiated with Waste Connections and prepared a new contract for City Council consideration. The contract language and structure is entirely new and is not a revision of the existing contract. If the new contract is approved by Council, then an Ordinance providing rate adjustments and other code changes, mostly associated with the new contract, and included as Item No. 6 for this evening's Hearings Agenda are needed to implement the new contract on April 1, 2019. If the contract is sent back for revision or a decision is made to issue a request for proposals (RFP), then the ordinance would need to be modified, in which case, staff will come back to a future meeting with appropriate changes focused primarily on the new curbside and multifamily "recyclables processing surcharges".

The new contract with Waste Connections of Washington incorporates the following service aspects/changes:

- **Establishes a comprehensive curbside organics collection program for residents.**

This service will expand the existing every-other-week 96-gallon curbside yard debris collection program to include food waste (food only, no compostable food service ware) without an increase in the current cost (\$7.43 per month). It will also add new service levels of 64, 32 and 20 gallons every other week for a slightly lower monthly cost. The program will begin October 1, 2019. The current on-call yard debris service option will no longer continue to be offered.

Commercial and Multifamily organics collection will be available on the same timeline as an option at savings over the current rates. 64-gallon organics carts for commercial sites will be collected for \$8.26/month for every-other-week service or \$16.52/month for weekly service; the latter service level represents a savings of 43% compared with the current food waste pilot program charge of \$29.15/month.

- **Recycling Revenue and Customer Rates.** The current cost per ton paid for collected recyclables by the City to Waste Connections for single family and multifamily recycling will be reduced from \$39.50 to \$10 per ton. This change better reflects the current value of recyclable commodities (on average \$12 per ton) and reduces the financial risk to the Solid Waste Fund, currently subsidizing this shortfall by approximately \$440,000 per year.

This reduction in the per ton fee paid to Waste Connections requires a corresponding increase to single-family rates of \$0.69 per month and multi-family rates of \$0.20 per month per unit to keep Waste Connections revenue neutral in the compensation that they currently receive. However, Waste Connections has offered to offset the majority of this increase with a rate reduction of \$0.50 per month for single-family customers and \$0.20 per month for multi-family customers. This results in no net increase in recycling fees for multi-family customers (remains \$1.29 per unit per month) and a \$0.19 per month increase for single-family customers (\$3.01 to \$3.20 per month). These changes would be effective April 1, 2019.

In addition to the proposed changes to recycling collection fees, regional partners have reviewed and approved a recyclables processing fee of \$68.91 per ton. This processing fee will be paid by the contracted hauler and passed on to customers through monthly rates, resulting in an increase of \$1.77 per month for single family customers and \$0.78 per month for a multifamily unit. More detail is provided in the accompanying staff report for the rate ordinance.

- **Commercial Recycling Pilot Program.** Commercial Recycling has been offered to businesses through both a subsidized City program and on the open market. The City currently pays \$26 per customer per month for any business with a Waste Connections garbage account that needs between one 96 gallon cart up to a three yard container. In the new contract, the City will reduce this payment to \$15 per month and Waste Connections will bill commercial customers \$11 to make up the difference and also has the opportunity to pass through recycling costs associated with seasonal market swings. This change represents an approximate \$140,000 annual savings to the City's Solid Waste Fund. The current commercial recycling program will be continued as a pilot program.
- **Services to Customers in Space Constrained or High Density Areas.** To provide services to densely developed areas that may be limited on space, Waste Connections will offer services 7 days per week starting with the new effective date of the contract. A "space saver" rate for service has been developed so that customers in a space constrained building or area can opt for more frequent collection without as heavy of a cost burden as would be under the current rates. The goal is to have customers like restaurants in dense areas opt to have smaller containers emptied more frequently. This helps with design, safety and health. The new "space saver" rates are calculated by adding a 10% fee to the most efficient service level.
 - This change will increase the rates to the "non-benefiting" commercial customer base by 0.5% starting January 2020
 - This change will decrease the "benefiting" customers' rate an average of 14% (anywhere from 4% to 36% depending on the service level).
 - Potentially benefiting customers represent about 10 percent of the revenue base
- **Shifting Certain Other Costs from City to Contractor.** Waste Connections will take over costs that have been previously covered by the City including the truck and labor fees for Saturday Neighborhood Cleanup events (\$80,000-\$100,000 per year) for up to 60 neighborhoods, and all costs associated with purchasing residential garbage carts (\$70,000 per year). The City will continue to pay disposal costs for the neighborhood cleanups, currently approximately \$70,000 annually.
- **Equipment.** Waste Connections will not utilize any trucks older than 15 years. Within one year of executing the contract the company will paint all steel receptacles utilized under the contract – garbage will be gray, recycling will be blue and organics will be green. The City will also have the option to own the receptacles at the end of the contract.
- **Recycling Contamination Reduction Plan.** Waste Connections will develop a recycling contamination reduction plan and it will include the addition of a Recycling Coordinator whose role will be to reduce contamination with a particular focus in the single and multi-family recycling programs.
- **Enhanced Customer Service.** Waste Connection's existing phone system and website will be upgraded and will offer auto call back, texting, chat, and translation services. Customer hold times will not exceed 30 seconds on average (currently 2 minutes).
- **Complementary Drop-Off Recycling Services.** Waste Connections will provide drop off recycling service for block foam and plastic bag/film recycling at the transfer stations.
- **Annexation.** Any annexation(s) before January 2025 will not result in the contract being

extended. The first annexation after January 2025 will result in a 2-year extension and each annexation resulting in 5,000 households in aggregate being added will result in another 2-year extension.

- **Term.** The new contract term has an effective date of April 1, 2019 and will run through April 30, 2030.
- **Rate Model and Adjustments.** The current rate model (included in the contract as Exhibit D) remains largely unchanged – the City retains the ability to adjust the City fee or utility tax as necessary as well as provide recycling credit rebates should recyclable material markets rebound.

If Council approves award of the new contract, Staff recommends modifying customer rates through adoption of the ordinance (Item No. 6).

Advantage(s)

1. Award of the new contract provides for:
 - updating existing contract terms and language; a similar contract to what would have been sought through an RFP
 - expanding important desired services, including the opportunity to divert food wastes
 - stabilizing resources in the Solid Waste Fund through shifting costs and limiting the risks of changing recycling markets
 - Contractor investment in new services providing value to both ratepayers and to the City.
2. The new contract will provide a seamless transition for residents/customers and will eliminate the lengthy and costly process of issuing an RFP.

Disadvantage(s)

New service concepts and/or rates that could result from a formal Request For Proposal process are unknown.

Budget Impact

Modifying the rates along with approving the new Waste Connections contract will provide for savings of approximately \$740,000.00 per year to the Solid Waste Fund. The City's Solid Waste fund is currently subsidizing a revenue shortfall of approximately \$440,000.00 per year due to reduced commodity values for recyclable materials. Continuing that level of subsidy is not sustainable for the fund.

Prior Council Review

Changes related to the new collection contract were last discussed with Council on February 4, 2019 and a draft contract was shared on February 11.

Action Requested

On Monday, February 25, 2019, approve award of a new Contract with Waste Connections of

Washington to provide Comprehensive Garbage, Recyclables, and Organics Collection Services from April 1, 2019 through April 30, 2030.

Tanya Gray, Solid Waste Supervisor, 487-7163

ATTACHMENTS:

- ▢ Contract
- ▢ Exhibit A Service Area
- ▢ Exhibit B Contractor Rates
- ▢ Exhibit C Recyclables List
- ▢ Exhibit D Rate Model
- ▢ Exhibit E Contamination Reduction Plan for Recyclables
- ▢ Exhibit F City Facilities

COMPREHENSIVE GARBAGE, RECYCLABLES, AND ORGANICS COLLECTION SERVICES CONTRACT

City of Vancouver
and
Waste Connections of Washington, Inc.

April 1, 2019 – April 30, 2030



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1 **The Parties, in consideration of the promises, representations, and warranties contained in this**
2 **agreement, agree as follows:**

3
4 **RECITALS**

5
6 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise
7 necessary to perform the services as requested in the competitive process; and

8
9 WHEREAS, the City desires to enter into this Contract with the Contractor for the services included
10 below; and

11
12 WHEREAS, the Contractor currently provides solid waste service under contract with the City which will
13 expire January 31, 2020; and

14
15 WHEREAS, the City and Contractor have negotiated this new agreement with enhanced services to
16 replace and supersede the previous contract prior to the previous contract's termination; and

17
18 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein
19 contained, the City and Contractor do agree as follows:

20
21 **AGREEMENT**

22
23 This Comprehensive Garbage, Recyclables, and Organics Collection Services Contract (hereafter,
24 "Contract") is made and entered into this _____ day of _____, 2019 (hereafter the "Date of
25 Execution"), by and between the City of Vancouver, a municipal corporation (hereafter "City"), and
26 Waste Connections of Washington, Inc. (hereafter "Contractor").
27

1 DEFINITIONS

2
3 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular
4 automated collection Receptacles. Bulky Waste includes: large appliances (such as refrigerators,
5 freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as
6 chairs or sofas), televisions and electronics (including items in the E-Cycle Washington program),
7 mattresses, and other similar large items placed at the Curb as discrete separate items. As markets
8 allow, the Contractor will seek to recycle or divert these items from landfilling. Bulky Waste does not
9 include piles of debris, car parts, construction or demolition debris, any item that would be considered
10 Hazardous Waste, or stumps.

11
12 **Can:** A Receptacle that is a water-tight galvanized sheet-metal or plastic Receptacle not exceeding four
13 (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on
14 each side; and fitted with a tight cover equipped with a handle.

15
16 **Cart:** A Contractor-provided wheeled Receptacle with attached lid less than one cubic yard in capacity
17 suitable for the collection, storage, and Curbside placement of Garbage, Recyclables, or Organics. Carts
18 shall be rodent and insect resistant.

19
20 **Change of Control:** Any single transaction or series of related transactions by which the beneficial
21 ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity,
22 or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do
23 not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers
24 between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to
25 corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the
26 effective date of the Contract, and transactions effected on any securities exchange registered with the
27 U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

28
29 **City:** The City of Vancouver in Clark County, Washington. As used in the Contract, use of the term "City"
30 may include reference to the City Manager or his/her designated representative. Where the context
31 makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff,
32 streets, rights-of-way and activities of the City, and things belonging to or located within the City.

33
34 **City Core Areas:** The central downtown area bounded by I-5 on the east, the Burlington Northern Santa
35 Fe railroad tracks on the west, Fourth Plain Blvd to the north and the Columbia River to the south. It may
36 also pertain to any areas within the City that are zoned Urban High Density.

37
38 **City Fee:** A fee levied on the Contractor by the City to fund the City's solid waste program needs. This is
39 distinct from the City's utility tax on gross receipts which is embedded in City Council approved rates for
40 Garbage related services.

41
42 **Clark County Regional Disposal System:** The areas owned, leased, contracted for, or controlled by Clark
43 County, Washington for the disposal of Garbage and processing/handling of delivered Recyclables, or
44 such other site as may be authorized by the current Clark County Comprehensive Solid Waste
45 Management Plan and the Solid Waste Interlocal Agreement between the City and Clark County.

1 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental
2 agencies, and all other users of commercial-type Garbage collection services.

3
4 **Commingled Recyclables:** Certain Recyclables listed in Exhibit C mixed together in a Cart for combined
5 collection.

6 **Contamination Reduction Plan:** The plan developed by the Contractor and annually reviewed by the
7 City to address contamination in Recyclables and Compostables placed in Customers' Containers.
8 Contamination includes improperly prepared Recyclables and/or Compostables, materials that can not
9 be recycled or composted, and excessive moisture.

10
11 **Contractor:** Waste Connections of Washington, Inc., which has contracted with the City to collect and
12 deliver Garbage, Recyclables and Organics to City-designated facilities.

13
14 **Contract:** Refers to this contract for comprehensive Garbage, Recyclables and Organics collection
15 services.

16
17 **Contract Term:** Refers to the term of this Contract as provided for in Section 1.

18
19 **County:** Clark County, a political subdivision of Washington State, its successors or assigns.

20
21 **Curb or Curbside:** A location on a property, within five feet of the edge of a Public Street that does not
22 block sidewalks, driveways or on-street parking. If extraordinary circumstances preclude placement of a
23 Receptacle at such a location, Curbside shall be considered a placement suitable to the resident,
24 convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

25 **Customer:** Every person, firm, partnership, association, institution and corporation subject to the
26 services provided. The term shall also mean the occupant and/or the owner of the premises for which
27 service herein mentioned is rendered.

28
29 **Date of Commencement of Service:** April 1, 2019, which is the date that the Contractor agrees to
30 commence the provision of collection and other services as described throughout this Contract, except
31 for revised Organics collection services to be started October 1, 2019 as described in Section 3.2.3.

32
33 **Date of Execution:** The date that this Contract is executed by all signatories.

34
35 **Day/Days:** Calendar days unless otherwise specified.

36
37 **Detachable Container:** A watertight metal or plastic Receptacle equipped with a tight-fitting cover,
38 capable of being mechanically unloaded into the Contractor's collection vehicles required under this
39 Contract and which is not less than one cubic yard in capacity.

40 **Director:** Director of Public Works, City of Vancouver, Washington, or his or her designated
41 representative.

42 **Driveway:** A privately-owned and maintained way that connects a Residence or parking
43 area/garage/carport with a Private Road or Public Street.

1 **Drop-box Receptacle:** An all-metal loose material or compactor Receptacle with ten (10) cubic yards or
2 more capacity that is mechanically loaded onto a specialized collection vehicle for transport to a
3 processing or disposal site.
4

5 **Extra Unit:** Excess material that does not fit in the Customer's primary Container. In the case of Garbage
6 and Compostables Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag
7 or Can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-
8 gallons

9 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of
10 produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps shall not
11 include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials
12 prohibited by the selected composting facility. This does not include compostable service ware, soiled
13 paper or other materials prohibited by the organics processor (or composting facility). Food Scraps
14 includes compostable plastic or paper bags used to contain materials, as approved by the organics
15 processor.
16

17 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,
18 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals
19 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities
20 that are placed by Customers in appropriate Receptacles for collection and disposal by the Contractor.
21 The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or
22 Source-separated Organics. The term "Garbage" shall not include Hazardous Wastes, Source-separated
23 recyclable materials, or Source-separated Organics.
24

25 **Glass Bin or Bins:** Receptacles suitable for household collection, storage, and Curbside placement of
26 Source-Separated Recyclable glass, consistent with the specifications set forth in Section 3.1.15 of this
27 Contract.
28

29 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,
30 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,
31 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to
32 human health or the environment or environmental conditions, including but not limited to any
33 substance that is:
34

- 35 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United
36 States Environmental Protection Agency under Subtitle C of the Resource Conservation and
37 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid
38 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et
39 seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., or
40 any other federal statute or regulation governing the treatment, storage, handling, or disposal
41 of waste imposing special handling or disposal requirements similar to those required by
42 Subtitle C of RCRA;
43
44 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous
45 waste or extremely hazardous waste by the Washington State Department of Ecology under the
46 State Hazardous Waste Management Act, Chapter 70.105 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 70.105 RCW; and

- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any waste, substance, material, contaminant, pollutant, or chemical that is not upon the effective date of this Contract included within this definition but which comes within its scope at a later date shall be included within the definition of "Hazardous Waste." Any waste, substance, material, contaminant, pollutant, or chemical that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

HELICO Service: Carry-out collection service provided at Curbside rate to certain residents who are physically unable to move a Receptacle to the Curb and whose income is at or below 125% of Federal Poverty Guidelines.

Inaccessible Area: Any road that does not allow safe access, turn-around, or clearance for Contractor collection vehicles.

Mixed-use Building: The term "Mixed-use Building" means a structure inhabited by both Residential and Commercial customers.

Multifamily Residence: A multiple-unit Residence with five or more attached units or any Residence with two or more units that has consolidated collection services and billing. For purposes of Organics services, Multifamily Residences are treated as Commercial Customers in this Contract.

New Annexation Household Counter: A cumulative count of the number of Single-Family Residences annexed since the Date of Execution (initially), or since the date of the last contract extension granted through the provisions of Contract Section 3.1.2.1. The counter shall start at zero at the Date of Execution. For purposes of this calculation, Single Family Residences will be determined based on a census of the Contractor's customers four months after the annexation date.

Office Hours: The hours of 8:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday except for the holiday schedule specified in Section 4.1.7.

On-call: The provision of specified services only upon direct telephone, written, text message, or e-mailed request of the Customer to the Contractor.

Organics: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food Scraps generated by any Residential or Commercial customers.

Party: Either the City or the Contractor.

Parties: The City and Contractor.

Private Road: A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

1 **Processor:** The processing center designated from time to time by the City to process and market
2 Source-Separated Recyclable materials – West Van as of the Contract Execution Date. In terms of
3 Organics, an Organics receiving and processing/composting facility designated and approved by the
4 Director prior to the addition of food scraps.

5 **Project:** Any and all matters and things that are required to be done, kept, performed, and furnished
6 under the Contract.

7 **Public Street:** A public right-of-way used for public travel, including public alleys.
8

9 **Receptacle:** A Can, Cart, Detachable Container, Glass Bin, Drop Box or other container used to contain
10 Garbage, Organics, or Recyclables.

11 **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.
12

13 **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection
14 program under this Contract, as listed in Exhibit C.
15

16 **Residence/Residential Customer:** Any house, dwelling, multi-unit residence, apartment house, trailer
17 court or any building put to Residential use and the owner or tenants utilizing and paying for Contractor
18 service.
19

20 **Services:** Refers to the comprehensive Garbage, Recyclables and Organics collection and processing
21 services provided by the Contractor pursuant to the Contract.
22

23 **Service Area:** The service boundaries indicated in Exhibit A as of the Date of Commencement of Service.
24 Annexations during the term of the Contract will be incorporated into this definition on their effective
25 date(s).
26

27 **Single-Family Residence:** All one-unit houses, duplexes, and mobile homes that are billed individually
28 and located on a Public Street or Private Road.
29

30 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for
31 recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, Bulky Items (with
32 markets), and other appropriate materials.
33

34 **Strike Contingency Plan:** The plan the Contractor has developed pursuant to Section 3.1.20 of this
35 Contract.
36

37 **Surety:** The company, bank or other entity approved by the City providing a performance bond, letter of
38 credit or other similar instrument acceptable to the City, and either (1) guaranteeing the Contractor's
39 performance, or (2) providing funds to guarantee performance of the Contractor's obligations under the
40 Contract.

41 **Tenant Coordinator:** A representative appointed by the owner or manager of a Multifamily Residence
42 who will be responsible for disseminating information on the Multifamily recycling program to tenants.

Transition and Implementation Plan: The plan that the Contractor will develop pursuant to Section 3.1.23 of this Contract.

Utility Tax: An embedded percentage gross receipts tax established by VMC 5.94 and subject to modification by City Council to support the City's General Fund purposes. The Solid Waste Utility Tax is not assessed on Recycling and Yard Debris collection services and shall be considered pass-through revenue collected by the Contractor on behalf of the City. The Contractor calculates and makes monthly payments to the City on this Utility Tax.

WUTC: The Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, garden trimmings, branches and small trees. 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 in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

1. TERM OF CONTRACT

The previous contract between the City and Contractor for Contractor to provide collection services to the City beginning June 1, 2009, and as thereafter amended is terminated as of 11:59 p.m. the day before the Date of Service Commencement of this Contract.

The Term of this Contract is eleven (11) years and one (1) month starting on the Date of Commencement of Service and continuing through April 30, 2030 unless extended by annexation as described in Section 3.1.2 of this Contract. The City, may, at its option, extend the Contract up to two (2) extensions, each of which shall not exceed one (1) year in duration. Any extension exercised by the City shall be under the original terms and conditions of this Contract or as the Contract may have been amended at the time of the extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not less than one hundred and eighty (180) days prior to the expiration of the Contract Term or the expiration of a previous extension. With the Contractor's written consent, the requirement of prior notice of exercise of the City's option to extend may be waived in any instance.

2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the

Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.

- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Receptacles. The Contractor represents and warranties that it is capable of continuing to collect all Receptacles from their present locations, and that it is capable of providing service to and collection of Receptacles in any areas of the Service Area that may be built out or developed during the term of this Contract.

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

3.1.2 Annexations

The Contractor is the sole service provider for Garbage, Residential Recyclables and Organics collection to the entire City and, as a WUTC certificate holder, is also the sole provider for some or all similar services in all areas of the City of Vancouver urban growth boundary. Consistent with Washington State law (WAC 480-70-141, RCW 35.13.280), the City agrees to compensate the Contractor upon annexation and subsequent cancellation of their state certificate to collect and haul solid waste (G-certificate #253) in pertinent areas through a proportionate incremental extension(s) of this Contract.

1 This Contract is in lieu of a franchise as provided in RCW 35.13.280. The Contractor agrees that its
2 WUTC certificate(s) applicable to those annexed areas (if any) shall be cancelled effective on the date of
3 annexation by the City. The Contractor expressly waives and releases its right to claim any and all
4 damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of
5 any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically
6 waives the right to receive any additional compensation or any rights of collection in the newly annexed
7 territory.

8 The City and Contractor agree that Recycling and Organics collection services are not part of the
9 compensation requirements under Washington state law (WAC 480-70-141, RCW 35.13.280); however,
10 the City and Contractor have considered the overall value of the Contract extensions contemplated in
11 Section 3.1.2.1 as the agreed-upon compensation for the cancellation of the Contractor's certificate in
12 annexation areas.

13 **3.1.2.1 Contract Extension Associated with Annexations**

14
15 The Contractor and City agree that any annexations that occur prior to January 1, 2025 shall be added to
16 the City's Service Area without additional compensation, Contract extension, or impact on the New
17 Annexation Household Counter. The cumulative annexation of between 1 and 5,000 additional Single
18 Family Residences into the City after January 1, 2025 shall result in a twenty-four month extension of
19 this Contract. The extension will be granted immediately upon the New Annexation Household Counter
20 reaching "1" with subsequent extensions when the Counter reaches 5,001, 10,001, 15,001, etc. via a
21 memorandum of understanding between the Director and the Contractor's representative, and the New
22 Annexation Household Counter shall then be reset to zero.

23 24 **3.1.2.1 Receptacle Delivery**

25
26 The Contractor shall provide all Receptacles in accordance with this Contract to all existing and new
27 Customers in areas annexed to the City after the Date of Execution. Contract compliant Receptacles
28 shall be delivered to those existing and new Customers by the effective date of Council approval of the
29 relevant annexation ordinance.

30 **3.1.2.2 Commencement of Services Rates and Services Applied to Annexed Customers**

31
32 Upon annexation and beginning within a week (before or after) of the effective date, in addition to
33 Garbage services the Contractor will provide Recycling and Organics collection services in accordance
34 with the specifications and rates provided in this Contract.

35 As per the effective date of annexation, the Contractor will immediately provide services (contingent on
36 availability of equipment) and rates as specified in this Contract to Customers in the annexed area;
37 including service level options, rates, utility tax, and all other service expectations and conditions
38 prevalent in the existing City areas.

39 **3.1.2.3 Application of City Fee**

40
41 Upon annexation, Waste Connections will furnish a census of Customers currently receiving garbage
42 service in the affected area. This census will include the total number of all Customers, regardless of
43 service level, and will be considered the "initial reference counts" for calculating an immediate

adjustment to the City Fee. At the following annual census period as described in Section 4.3, “updated counts” will be determined for calculating the permanent impact on the City Fee base (as calculated using Exhibit D).

The initial reference counts will be multiplied by \$14.30 per year for residential accounts and \$153.91 per year for commercial accounts then summed to determine the total increased amount of the additional, temporary City Fee for the newly annexed area. At this point, the fee amount is temporary for each annexed area and won’t be incorporated into the model; however, it will be paid on a pro-rated monthly basis from the effective date of the annexation until the permanent addition to the citywide City Fee base is made. At the regularly scheduled rate setting that occurs between one and two years after the annexation, a review will be made of the updated counts for residential and commercial customers and these results will be multiplied by \$14.30 per year for residential accounts and \$153.91 per year for commercial accounts and then summed to determine the permanent adjustment to be made to the “base” City Fee amount used in the Exhibit D City Fee and Rate Model.

Once the permanent adjustment is made, the annexation will have been incorporated into the base City Fee and the census information for the affected area is considered along with all other citywide census information. Using two separate periods to evaluate the customer base will account for anticipated growth in customers as a result of the annexation.

3.1.2.4 Record of Annexation

For each annexation, the Director shall send a letter of notification to the WUTC and the Contractor indicating the official date and area of annexation. Within six months of the annexation date, the Director shall send a Memorandum Of Understanding (MOU) to the Contractor that:

- Calculates the Interim City Fee as per Section 3.1.2.3 and designates the termination date of the interim fee for that given annexation;
- Determines whether or not the annexation qualifies for an extension based on the Customer census after the interim period as discussed in Section 3.1.2.3, and, if so, the new termination date of the Contract;
- If the annexation does not warrant an extension, the MOU will report the status of the official count of Single Family Residences annexed to the City as of the date of the most recent annexation.

3.1.3 Unimproved Alleys/Private Roads/Carry-out Service

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads. The Contractor shall maintain and use appropriately-sized vehicles when necessary to allow the servicing of difficult-to-access locations.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer.

1 The City's determination shall be final, provided that the Contractor shall not be required to endanger
2 workers, equipment, or property.

3
4 If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor
5 shall inform the respective Customer(s) and may require a road damage waiver agreement in a form
6 previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage
7 waiver, the Contractor shall inform the City of the situation, and the Customer(s) will only be serviced
8 from the closest Public Road access unless a different resolution is directed by the City.

9
10 The Contractor shall collect Single-Family Recyclables and Organics from Residential Customers at the
11 same location as Garbage service is collected. If carry-out service is provided for Garbage to Single-
12 Family Customers qualifying under the HELICO program, then carry-out service (including drive-ins,
13 carry-outs and special disabled service) shall also be provided for Recyclables at no additional
14 compensation to the Contractor. The Contractor will not be required to enter any Residence in the
15 course of providing daily carry-out service.

16 **3.1.4 Hours/Days of Collection**

17
18 All collections from Single-family Residential Customers and Residential zones, including Mixed-use
19 Buildings shall be made between the hours of 6:30 a.m. and 6:30 p.m. on a consistent weekday, unless
20 the Director authorizes a temporary or permanent extension of hours or days. If Customer complaints
21 are received by the City or the Contractor regarding the 6:30 a.m. start, the Contractor shall re-sequence
22 the route to accommodate that Customer. Same-day make-up collections for customers notifying the
23 Contractor of a missed collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday collection is
24 allowed to the extent consistent with missed collection recovery, holiday and inclement weather
25 schedules.

26
27 All collections from Commercial Customers may be made between the hours of 4:00 a.m. (3:00 a.m. in
28 heavy industrial area such as the Port of Vancouver) and 5:00 p.m. Monday through Sunday, provided
29 that service to those Customers shall neither disturb Residential Customers in adjoining Residential
30 zoned areas, nor violate the noise provisions of the Vancouver Municipal Code, as amended. Collections
31 from Commercial Customers within audible distance of Residential Customers shall be made only during
32 Residential collection hours, and no earlier than 9:00 a.m. on weekends. Exemptions to the hour
33 requirements may be granted in writing in advance by the Director to accommodate the special needs
34 of Commercial Customers where allowed by the Vancouver Municipal Code. The City's noise ordinance,
35 as amended, may further restrict these terms and hours of collection.

36 37 **3.1.5 Contractor Performance**

38
39 The Contractor and its officers, employees, agents and subcontractors shall perform every act or service
40 to be performed under the Contract in a skillful and competent manner in accordance with the
41 recognized standards of the solid waste collection, transportation and recycling industries. The
42 Contractor shall be responsible to the City for any errors, deficiencies or failure to perform its obligation
43 under the Contract.

44 The Contractor's employees and agents shall be courteous, refrain from loud or obscene language,
45 exercise due care, perform their work without delay, minimize noise, and avoid damage to public or
46 private property. If on private property, employees shall follow the regular pedestrian walkways and

paths, returning to the street after replacing empty Receptacles. Employees and agents of the Contractor shall not trespass or loiter; cross flowerbeds, hedges, or property to adjoining premises; or disturb property that is not necessary to carry out the Contractor's obligations under this Contract. While performing work under the Contract, employees and agents of the Contractor shall wear a Director-approved professional and presentable uniform with an identifying badge or emblem visible to the average observer.

If any person employed or retained by the Contractor to perform any services required under this Contract is, in the opinion of the Director, incompetent, disorderly or otherwise unsatisfactory, the Director shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any complaint from the Director regarding any unsatisfactory performance by any of the Contractor's employees or agents. If the conduct that is the subject of a complaint is repeated, the Director may require that the person be prohibited from performing any additional work under this Contract. If the Director requests that a person be prohibited from performing services required under this Contract, the Contractor shall take all steps necessary to carry out the Director's request within three business days following notice from the Director. However, if the Director reasonably believes that an emergency exists and so notifies the Contractor in writing, any personnel unsatisfactory to the Director shall be replaced immediately.

Upon request by the City, the Contractor shall submit to the Director all sections of its employee handbook and any other employment agreements that are relevant to the Contract.

3.1.6 HELICO Service

The Contractor shall provide HELICO Service when no resident of the household is capable of moving Receptacles for garbage, recycling and/or yard debris collection to the Curb due to physical handicap, disability, age or infirmity. The additional costs of serving Customers receiving HELICO Service are, included in the rates charged to all Customers, no additional compensation shall be paid.

Promotional information provided to each Residence in the City shall include a description of the HELICO Service and information on how to apply for HELICO Service.

The Contractor shall manage the HELICO certification process in accordance with Vancouver Municipal Code Section 6.12 and in a manner acceptable to the Director. The Contractor shall screen applicants based on criteria approved by the Director.

3.1.7 Holiday Schedules

The Contractor shall not provide collection services on New Year's Day, Thanksgiving, or Christmas Day (collectively, "holidays"). Instead, collection services shall be provided on the following day, with the following day's collection services provided on the next day, and so forth, ending with Friday's collection on Saturday. When a holiday falls on a weekend, the collection schedule for the following week shall remain unchanged.

The Contractor shall be responsible for public education related to holiday schedules, including the discussion of holiday policies in written materials and press releases prior to holidays. At a minimum, the Contractor shall issue a press release prior to holidays to all major local media describing the

1 schedule changes. The Contractor shall receive prior approval from the City for its holiday schedule
2 communication plans.

3 **3.1.8 Inclement Weather**

4
5 When weather conditions are such that the Contractor's collection of Garbage, Recyclables and Organics
6 would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect
7 only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor
8 shall notify the Director, on the same business day, of the areas not served as a result of inclement
9 weather. The Contractor shall coordinate inclement weather decisions with City and County Staff and
10 other contractors providing collection services in the City if pertinent. The Contractor shall have the
11 lead in notifying, by automated phone calls or text messaging, Customers on routes experiencing delays
12 and shall coordinate with City and County staff in developing and communicating messages to the
13 broader community in response to weather related service disruptions.

14 The Contractor shall collect Garbage, Recyclables and Organics from Customers whose service was
15 interrupted as soon as weather conditions no longer pose a danger to life or property. Following a
16 service interruption because of inclement weather, the Contractor shall use additional collection shifts
17 and Saturday collections if needed to collect all Garbage, Recyclables and Organics from Residential and
18 Commercial Customers whose service was interrupted. Service recovery will be prioritized to ensure
19 that critical facilities (such as hospitals, long-term care facilities, etc.) receive service as soon as possible.
20 The Contractor shall collect reasonable accumulated amounts of Garbage, Recyclables and Organics
21 from Customers at no extra charge.

22 In the event that collection services are interrupted for two or more collection cycles for one or more
23 Single-family Residential Customers, the Contractor shall work with the City to ensure that service
24 alternatives are provided to affected Customers for the affected material streams with no extra charge
25 assessed for such temporary service.

26 All holiday and weather policies shall be included in the informational brochure that shall be provided to
27 all owner/managers and tenants, Single Family Residences, and Commercial Customers.

28 **3.1.9 Suspending Collection from Certain Customers**

29
30 The Contractor may deny or discontinue service to a residential or commercial Customer only if the
31 Director at his or her reasonable discretion, determines that the Customer's acts or omissions warrant
32 the denial or discontinuance of service and the Director provides the Contractor with written approval
33 to discontinue service to such customer. An account must be 60 days or more past due before the
34 Director may provide approval to discontinue service. Upon written approval, the Contractor may
35 discontinue service to a customer only after it has provided at least 10 business days prior written notice
36 to the affected Customer and property owner, if the property owner is not the customer.

37 The Contractor shall not initiate collection agency procedures on accounts prior to their becoming 60
38 days past due, but may use other traditional collection notifications by telephone or in writing 30 days
39 after the initial invoice. The Contractor is allowed to pursue any lawful remedies, including debt
40 collection services, to collect funds due for services provided to Customers after they have become 60
41 days past due. If a Residential Customer is unable to pay for all services received, the Contractor shall
42 make a good faith effort to develop a mutually satisfactory payment plan and/or shift the Customer to

the least expensive service level before the Contractor initiates collection agency procedures or seeks approval from the Director to discontinue services.

The Contractor shall restart a stopped Customer's service on the next regularly scheduled service day upon Customer request once the account is paid in full or satisfactory payment arrangements have been made between the Contractor and the Customer. The Contractor shall also restart a stopped Customer's service upon request from the Director for health and safety reasons. If the Director requests restart of service for health and safety reasons, the Contractor may be compensated by the City for one-half of the cost of the service requested until the Customer is able to pay or other arrangements are made.

3.1.10 Missed Collections

If Garbage, Recyclables, or Organics are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection, in accordance with the Contamination Reduction Plan. Failure to provide proper written notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Organics that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one working day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 a.m. the following business day, the missed pick-up shall be collected that same day, provided that the Contractor may ask Customers contacted on a Saturday whether Monday collection would be acceptable, at the Customer's option. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 3.3.4).

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Receptacles were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

3.1.11 Same Day Collection

Garbage, Recyclables, and Organics collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Organics from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

3.1.12 Recyclable and Compostable Material Quality Assurance

Concurrently with the start of this Contract, the Contractor shall implement a Contamination Reduction Plan for Recyclables and Organics consistent with industry best management practices, as described in

Exhibit E for tagging, probationary periods, material rejection, and suspension of service. The Contamination Reduction Plan will address thresholds for when contamination levels trigger Customer contact, when to place a Customer on service probation for possible discontinued collection, when to suspend collection service and remove the subject Carts or Receptacles, and finally but not limited to, procedures to allow a Customer to reinstate and resume service after it has been suspended after following established contamination protocols. The Contractor shall implement the Contamination Reduction Plan consistently for all Customers and shall notify the City via email of any Customer being handled under the protocol. The City and Contractor shall mutually negotiate and agree on a process reflecting current best management practices used regionally for route monitoring for both Single-family Residential and Commercial/Multifamily sectors.

The Contractor and City shall annually review and update these procedures to ensure that contamination problems are addressed promptly, fairly and consistently for all sectors. No later than November 1st of each year of the Contract, the Contractor and/or City shall propose any desired changes to the Contamination Reduction Plan for the following calendar year. The Contractor and City shall mutually agree upon changes to the plan by December 31st of each year to continuously improve material quality.

The City reserves the right to engage in product stewardship, waste prevention activities, regional planning, and/or respond to changing commodity market conditions which may result in one or more materials being removed from the Exhibit C list.

The same collection vehicle may collect Garbage and either Organics and/or Recyclables only if the truck body is designed for co-collection and provides two distinct compartments that prevent Organics or Recyclables from coming into contact with Garbage or any liquids. Trucks used sequentially for more than one collection stream shall be thoroughly cleaned between loads to prevent cross-contamination. The Contractor's use of co-collection vehicles must be approved, in advance, by the Director.

3.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a map or maps acceptable to the Director, the day of the week that Residential Garbage, Recyclables and Organics are collected. The Contractor shall also provide to the City, on request, a list of all Customers sorted by street address and a separate list sorted by route, day and sequential collection order.

The Contractor may modify its collection schedule by giving notice to the City at least 30 days before the effective date of the proposed change. Upon Director approval, the Contractor shall provide affected Customers with at least 14 days' notice of pending changes in collection schedules, including both mailed notices and notices affixed to Customer Receptacles. The proposed change and the form of notice to the Customer must be approved by the Director.

3.1.14 Collection Vehicles

Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make such vehicles available as necessary to ensure smooth and effective collection services throughout the Service Area.

3.1.14.1 Vehicle Age

The Contractor shall use collection vehicles no greater than fifteen (15) years old, based on chassis model year, for Garbage, Recyclables, and Organics collection services performed under this Contract. Back-up vehicles used fewer than sixty (60) operating days a calendar year shall not be subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this section. The Director may approve an extension to these time limits at their sole discretion. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

3.1.14.2 Vehicle Labeling

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles or on special placards attached to vehicles. The City's approval shall be in writing and solely within the City's discretion. The vehicle inventory number shall be displayed adjacent to this message and will show, in lettering at least 6" high, an abbreviated truck designation number specific to the City. For example, V-1, V-2, etc. limited to a two digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The City will provide the Contractor with policy timelines for reporting spills versus driving complaints to the City and other agencies requiring this type of reporting. Spills should be reported immediately to the City as directed by the City's reporting policies, which will be provided to the Contractor by the City.

3.1.14.3 Vehicle Maintenance

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall complete a full safety and emissions inspection of each vehicle used to perform services under this Contract at least once a year. The Contractor shall have emission testing performed on collection vehicles in accordance with applicable law. The inspection shall be documented and signed by the inspecting mechanic. Inspection records shall be made available, on request, to City representatives.

The Contractor shall maintain collection vehicles and Receptacles to ensure that no liquid wastes (e.g., Garbage or Organics leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle.

Any equipment not meeting these standards shall not be used within the Service Area until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Receptacles prior to them being removed from service shall be cleaned up or removed within three (3) hours of being noticed by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City-designated spill hotline of any spills that enter drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 5.1. The Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Receptacles immediately so that those spills may be addressed in a timely manner.

The Contractor's vehicle washing equipment, facilities and practices shall comply with jurisdictional permitting requirements and other state and federal pollution control standards.

3.1.14.4 Vehicle Communications

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer service database no less than every four hours to allow Customer service personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

3.1.14.5 Restrictions on Contract Vehicle Use

The Contractor shall use vehicles designated for collection operations within the City only for Contract activities and is prohibited from using those vehicles for collection of materials in other jurisdictions without prior notification to the City and specific written permission for each event from the Director. In the event that permission is granted for such use, the vehicle shall be completely emptied and the Contractor shall clean the vehicle of loose or dislodged wastes prior to any use for City Contract operations.

3.1.15 Receptacle Requirements and Ownership

Contractor Garbage fees included in Exhibit B include all costs of the associated Receptacles unless Receptacle rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.

Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Receptacles for their initial Receptacle of Garbage collection service, with the exception of

1 compacting Drop-box Containers, which may be Customer-owned or –leased from other parties. Plastic
2 bags or Cans may be used for excess volumes of Garbage, but not as a Customer’s primary Receptacle.

3
4 In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned
5 Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or
6 unreasonable damage to Customer-owned Receptacles.

7
8 The Receptacles shall remain the property of Contractor during the Contract term; however, Customers
9 shall have care, custody and control of the Receptacles while at the service locations. Customers shall
10 not overload (by weight or volume), alter the Receptacles, and shall use the Receptacles only for their
11 proper and intended purpose. Customers must provide unobstructed access to the equipment on the
12 scheduled collection day.

13 14 **3.1.15.1 Garbage, Recyclables, and Organics Carts, and Glass Bins**

15
16 The Contractor shall provide 20-, 32-, 64-, and 96-gallon Garbage Carts for the respective level of
17 Garbage collection, and 32-, 48-, 64-, and 96-gallon Recyclables Carts, and 20-, 32-, 64- and 96-gallon
18 Organics Carts for the respective level of Recyclables or Organics collection (provided that Multifamily
19 Complex and Commercial Organics collection shall be limited to 32- and 64-gallon Carts). Glass Bins
20 shall be distributed with all Single-family Recyclables Carts. All Carts shall be manufactured from a
21 minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate an
22 embedded or hot stamped or other acceptable label clearly detailing targeted materials for the
23 collection stream. Carts shall be provided to requesting Customers within seven (7) days of the
24 Customer’s initial request. All Carts must have materials preparation instructions and telephone and
25 website contact information printed on the lid either embossed or with a sticker.

26
27 All Contractor-provided Carts and Glass Bins shall be maintained by the Contractor in good condition for
28 material storage and handling; contain no jagged edges or holes; contain wheels or rollers for
29 movement (except for Glass Bins); and be equipped with an anti-skid device or sufficient surface area on
30 the bottom of the Receptacle to prevent unwanted movement. The Carts and Glass Bins shall contain
31 instructions for proper use, including any Customer actions that would void manufacture warranties
32 (such as placement of hot ashes in the Receptacle causing the Receptacle to melt), and procedures to
33 follow to minimize potential fire problems.

34
35 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair
36 needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Organics) and
37 Recycling Bins, and forward written or electronic repair notices that same day to the Contractor’s service
38 personnel. Repairs shall then be made within seven (7) days at the Contractor’s expense. Any Cart or
39 Glass Bin that is damaged or missing on account of an accident, collection truck mechanical error, act of
40 nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three
41 (3) business days after notice from the Customer or the City. In the event that a Cart and Glass Bin is
42 inadvertently lost into a collection vehicle during collection due to mechanical or operator error,
43 Customers shall be notified on the same day of the incident and a replacement cart shall be provided
44 within one working day of the loss. Replacement Carts and Glass Bins may be used and reconditioned,
45 but shall be presentable and cleaned before delivered to the Customer. Unusable Carts and Glass Bins
46 shall be cleaned (if necessary) and recycled to the extent possible.

1 In the event that a particular Customer repeatedly damages a Cart or Glass Bin, or requests more than
2 one replacement Receptacle during the term of the Contract due to negligence or intentional misuse,
3 the Contractor shall forward in writing the Customer's name and address to the City. The City shall then
4 attempt to resolve the problem. In the event that the problem continues, the Contractor may
5 discontinue service to that Customer, provided the City provides previous written approval.

6 7 **3.1.15.2 Detachable Containers and Drop-box Containers** 8

9 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers,
10 and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires
11 their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's
12 request, except in cases where an existing Receptacle is being swapped with another in which case the
13 swap may occur on the Customer's next regularly scheduled collection day. Receptacles shall be located
14 on the premises in compliance with any related ordinances, and a manner satisfactory to the Customer
15 and for collection by the Contractor.

16
17 The Contractor shall charge rent for temporary and permanent Drop-box Receptacle service in
18 accordance with city directed rates. The Contractor may not charge Customers any fees, charges, rates,
19 or any expenses in connection with Drop-box Receptacle service other than those ancillary fees and
20 rental rates directed by the City.

21
22 Detachable Containers shall have four (4) wheels for Receptacles 4-cubic yards and under unless site-
23 specific concerns dictate the use of a non-wheeled Receptacle; be in good condition for Garbage or
24 Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or
25 holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-
26 fitting screened or solid cover operated by a winch in good repair.

27
28 The Contractor shall contact the City's Fire Department and obtain a determination concerning the
29 conditions under which plastic Detachable Containers may be used. The Contractor may use plastic
30 Detachable Containers at all locations where allowed by the City's Fire Department to minimize noise
31 impacts. Each plastic Detachable Container shall be marked with an additional sticker warning
32 Customers and the Contractor's staff where the Receptacle may not be placed as determined by
33 Vancouver's Fire Department.

34
35 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's
36 expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide
37 an On-call Receptacle cleaning service to Customers. The costs of On-call cleaning shall be billed to the
38 Customer as directed by the City.

39
40 As between the Contractor and the City, placement and servicing of all Receptacles on Customers'
41 premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one
42 working day any Receptacle that was supplied by or taken over by the Contractor and was in use if the
43 City Code Compliance Inspector, Clark County Health Department inspector, or other agent having
44 safety or health jurisdiction determines that the Receptacle fails to comply with reasonable standards or
45 constitutes a health or safety hazard. The Contractor shall place Detachable Containers in areas mutually
46 agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For
47 Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills,

1 the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable
2 Containers are not left unattended in potentially problematic staging areas and are sufficiently
3 restrained such that the Receptacle may not roll and cause harm to persons or property. The Contractor
4 may require a Customer to attend to the Receptacles immediately prior to and after collection. Any
5 disputes arising between the Contractor and a Customer as to what constitutes a “significantly sloped
6 hill” or a “safety hazard” shall be submitted in writing to the City, and the City’s decision shall be final.
7 Receptacles shall be replaced after emptying in the same location as found, with the lid closed.

8
9 The Contractor shall be required to collect only Customer-owned Detachable Containers and Drop-boxes
10 that are compatible with the Contractor’s equipment and are maintained by the Customer in a safe
11 condition.

12 13 **3.1.15.3 Ownership**

14
15 At the end of the Contract term or in the event the Contract is terminated for any reason, all
16 Receptacles used by the Contractor to provide Contract collection services, shall, at the option of the
17 City, revert to City ownership without further compensation to the Contractor. Receptacles held in
18 reserve at the Contractor’s yard and not actively in service at a Customer location and temporary Drop
19 Box Containers, those boxes that are delivered to and removed from a customer’s location within 90
20 days, are excluded from this provision.

21
22 Upon written notice to the Contractor, the City may elect to assign this potential ownership of said
23 Receptacles to a third-party. Any remaining warranties associated with the Receptacles described herein
24 shall be transferred to the City or the City’s assignee.

25
26 The City in advance accepts all such Receptacles in their “as-is, where-is” condition and without any
27 express or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY
28 WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As
29 between the City and the Contractor, the City assumes all risks of loss or liability on account of the City’s
30 exercising of its rights under this Section 3.1.15.3 or any use made of any such Receptacles after they
31 become the property of the City or assignee of the City.

32 33 **3.1.15.4 Receptacle Colors and Labeling**

34
35 Contractor-provided Receptacles used for the collection of Recyclables, shall be blue. Contractor-
36 provided Receptacles used for the collection of Organics shall be teal. Contractor-provided Receptacles
37 used for the collection of Garbage shall be gray. Specific Receptacle colors and shades shall be approved
38 in writing by the City prior to the Contractor’s order of new Receptacles. The Contractor shall clean,
39 repaint, and label existing Detachable Containers no later than twelve (12) months after the Date of
40 Commencement of Service.

41
42 All Receptacles shall be labeled with instructional information and contact information that include both
43 a customer service phone number and website address. All labels shall be approved by the City prior to
44 ordering by the Contractor. Location of the label on Receptacles shall be subject to the City’s prior
45 approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should
46 any changes be made to the Garbage, Recycling, or Organics collection program, the Contractor at their
47 sole expense shall reproduce and reaffix labels on all Receptacles.

1
2 All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection
3 shall have materials preparation instructions and telephone/contact information, including both a
4 customer service phone number and a website address, printed on a sticker or embedded hot stamp if
5 plastic, and subject to the prior written approval of the City. Information shall be printed in a size that is
6 easily read by the users, on durable UV-resistant label stock squarely affixed to each Receptacle. All
7 labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label
8 on the Receptacles shall be subject to the City's prior written approval.
9

10 Receptacles used for Multifamily Complex and Commercial Recyclables or Organics collection shall be
11 relabeled by the Contractor as needed or upon Customer or the City's request for any individual
12 Receptacle.
13

14 **3.1.15.5 Receptacle Weights**

15
16 The Contractor shall not be required to lift or remove materials from any Receptacle exceeding the safe
17 working capacity of the Receptacle, lifting mechanism or collection vehicle. For Drop-box Containers,
18 the combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal
19 road weight limits.
20

21 For manually loaded bags, bundles, or Cans, the total weight shall not exceed fifty (50) pounds per item.
22

23 **3.1.15.6 Receptacle Removal Upon City or Customer Request**

24
25 The Contractor shall remove all Receptacles promptly upon service cancellation within seven (7) days of
26 the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the
27 City's request. The contents of removed Receptacles shall be managed as if they were collected on a
28 regular route (e.g. Recyclables shall be recycled, Organics shall be delivered for composting). The
29 disposal or recycling of materials accumulating in the Contractor's Receptacle at the former Customer's
30 location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure
31 to remove Receptacles within the specified timeline shall be subject to the same performance fees as
32 delayed Receptacle delivery for that Customer sector.
33

34 **3.1.16 Inventory of Vehicles and Facilities**

35
36 The Contractor shall provide to the City, prior to the Date of Commencement of Service of this Contract,
37 a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract.
38 The inventory shall include each vehicle (including chassis model year, type of body, material collected,
39 capacity, model, and vehicle identification number) and each facility to be used in performance of this
40 Contract (including address and purpose of the facility). The Contractor may change vehicles and
41 facilities from time to time, and shall include the revised inventory in the monthly report provided for in
42 Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this
43 Contract at least equal to those levels described in the initial inventory.
44

45 **3.1.17 Spillage**

46

1 All loads collected by the Contractor shall be completely contained in collection vehicles at all times,
2 except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared
3 frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage along a route or in
4 transit to an approved facility.

6 Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during
7 collection shall be immediately cleaned up or removed by the Contractor at its sole expense. The
8 Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or
9 removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned
10 up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1 and
11 may be subject to fines. Should a leakage or spillage occur during collection, Contractor shall notify the
12 City immediately on its designated spill hotline and, likewise, expressly acknowledges it is solely
13 responsible for any local, state, or federal violations, which may result from said leakage or spillage.

15 Any leakage or spillage of materials that occurs during collection that is reported by Customers or the
16 City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor
17 shall document the reported leak or spillage, who reported the incident, and measures made to correct
18 the incident and report this information via e-mail to the Contract administrator within three (3) hours.
19 Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

21 Any Contractor-supplied Receptacle determined by the City to be leaking shall be replaced by the
22 Contractor within one working day of notification from the City. Failure of the Contractor to comply shall
23 be cause for performance fees, as described in Section 5.1.

25 **3.1.18 Pilot Programs**

27 The City may wish to test and/or implement one or more new services or developments in waste stream
28 segregation, materials processing, or collection technology at some point during the term of this
29 Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its
30 intention to implement a pilot program or of its intentions to utilize a new technology system on a city-
31 wide basis, in particular areas (such as City Core Areas) or as negotiated between the City and
32 Contractor. The costs (or savings) accrued by city-initiated pilot programs shall be negotiated prior to
33 implementation and detailed in a Memorandum of Understanding. If the City deems the pilot a success,
34 and desires to incorporate the service or development represented in the pilot program in the terms of
35 this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with
36 Section 7.13 to include the provisions of the pilot program into this Contract, including any costs or
37 savings to be accrued.

39 Contractor-initiated pilot programs shall require prior written notification to and written approval by the
40 City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the
41 Contractor's Customers; however, savings accrued may be subject to negotiations prior to
42 implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported
43 to the City in the monthly reports described in Section 3.3.4.1. The Contractor shall not be required to
44 test or implement any pilot program, new technology, service or development unless the terms and
45 conditions thereof (including any savings or additional compensation to Contractor) have been mutually
46 agreed in writing by the City and Contractor.

1
2 **3.1.19 Disruption Due to Construction**
3

4 The City reserves the right to construct any improvement or to permit any such construction in any
5 street or alley in such manner as the City may direct, which may have the effect for a time of preventing
6 the Contractor from traveling the accustomed route or routes for collection. However, the Contractor
7 and the City shall develop a reasonable workaround to enable the Contractor to continue to collect
8 Garbage, Recyclables, and Organics to the nearest extent possible as though no interference existed
9 upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the
10 Contractor's Customers.
11

12 **3.1.20 Contractor Planning and Performance Under Labor Disruption**
13

14 No later than ninety (90) days prior to the expiration of any labor agreement associated with services
15 performed under this Contract, the Contractor shall provide the City with its planned response to labor
16 actions that could compromise the Contractor's performance under this Contract. The Contractor-
17 prepared Strike Contingency Plan shall address in detail:
18

- 19 1. The Contractor's specific staffing plan to cover Contract services, including identification of staff
20 resources moved from out-of-area operations and the use of local management staff to provide
21 basic services. The staffing plan shall be sufficient to provide recovery of full operations within
22 one week following the initiation of the disruption.
23
- 24 2. Contingency training plans to ensure that replacement and management staff operating routes
25 are able to continue to collect route data and follow collection and material delivery procedures
26 for all material streams collected from Customers.
27
- 28 3. Identification of temporary Drop-box Containers or staffed packer truck locations or access to
29 transfer station(s) that will be available to Customers without charge for all material streams.
30 For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall
31 list the property owner/lessee's contact information and the date on which permission for
32 temporary use was received. The City shall review these locations, after which the City shall
33 approve or deny in writing use of specific locations.
34
- 35 4. A recovery plan to address how materials will be collected in the event of a short-notice
36 disruption that does not allow the Contractor to collect all materials on their regular schedule
37 (e.g. a wildcat strike) within one week following the initiation of the disruption.
38

39 The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis,
40 specifically during the period surrounding the end of employee contracts with Contractor employees. In
41 the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall
42 inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as
43 well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the
44 close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the
45 areas (per a detailed map) and customer counts of served and un-served customers by material stream
46 and service sector.
47

1 The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and
2 Recyclables collection Customers missed during the preceding week. The Contractor shall provide a
3 credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component
4 on the Customer's next regular invoice.

5
6 Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant
7 to this section shall be maintained in confidence by the City to the maximum permissible extent under
8 applicable law.

9 10 **3.1.21 Site Planning and Building Design Review**

11
12 The Contractor shall, upon request and without additional cost, make available site planning assistance
13 to either the City and/or property owners. The site planning assistance shall be available for all new
14 construction or remodeling of buildings and structures within the Service Area, and shall address the
15 design and planning of Garbage, Recyclables and Organics removal areas and their location upon the site
16 of the proposed construction or remodeling project. Contractor planning assistance for optimizing
17 loading docks and other areas shall also be available for existing building managers when realigning
18 Garbage, Recyclables and Organics services or when design modifications/building utilization factors
19 change.

20 21 **3.1.22 Safeguarding Public and Private Facilities**

22
23 The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities
24 whether located on public or private property, including street curbs. If such improvements, facilities,
25 utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the
26 City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the
27 City for repairs. If the damage creates an immediate public safety issue that requires an immediate
28 response, the Contractor shall, along with notifying the City immediately in writing, call the City to
29 inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City
30 shall cause repairs or replacement to be made, and the cost, including overhead and administrative
31 costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under
32 the Contract. The City shall not be liable for any damage to property or person caused by the actions of
33 the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or
34 legal implications from said actions.

35 36 **3.1.23 Transition and Implementation of Contract**

37
38 The Contractor shall develop, with the City's input and prior written approval, and submit to the City no
39 later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation
40 Plan for introducing the new and revised services to the different Customer sectors (i.e., Food Scraps
41 collection) and detailing a specific timeline as to when different activities and events will occur, including
42 details of Receptacle delivery, how different events impact other events in the timeline and the process
43 to be used to ensure that implementation occurs with no disruption. The Transition and Implementation
44 Plan shall cover the entire period following the Date of Execution of this Contract, up through and
45 including the six (6) month period following the Date of Commencement of Service. The Contractor shall
46 separately describe in detail what is involved with each of the activities and events listed in the timeline.
47 The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed

1 in the event of inclement weather and what contingency plans will be in place to accelerate
2 implementation if Receptacle delivery or other planned activities are impacted by inclement weather.

3
4 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,
5 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs
6 associated with the website ordering services, and of all new and continuing service and educational
7 materials described above and needed to comply with the Transition and Implementation Plan outreach
8 described in this section of the Contract.

9
10 Any additional promotional, educational, informational, and outreach materials provided by the
11 Contractor to Customers in connection with the initial transition and implementation of the Contract
12 shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the
13 City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's
14 final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review
15 any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow
16 sufficient time for the City prior review and written approval.

17 18 **3.1.24 Performance Review**

19
20 The City may, at its option, and upon reasonable notice to the Contractor, conduct periodic or ad hoc
21 reviews of the Contractor's performance under this Contract. If conducted, the performance review
22 shall include, but is not limited, to a review of the Contractor's performance relative to requirements
23 and standards established in this Contract, including Customer service standards. The Contractor agrees
24 to fully cooperate with the performance review and work with City staff and consultants to ensure a
25 timely and complete review process.

26
27 The results of the performance review shall be presented to the Contractor within thirty (30) days of
28 completion. Should the City determine that the Contractor fails to meet the Contract performance
29 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The
30 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's
31 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the
32 Contractor additional time to comply, accept other remedies for the service failure or proceed with the
33 contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.

34
35 The costs of the development and implementation of any action plan required under this Section 3.1.24
36 or Section 5.1 for the purpose of addressing failures on the part of the Contractor to perform in
37 accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and
38 the costs of developing or implementing such action plan may not be passed on to Customers or the
39 City, or included in rates or fees charged Customers.

40
41 The City may, at its option, and upon reasonable notice to the Contractor, design and implement an
42 alternative annual Contract compliance monitoring program with or without Contractor performance
43 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good
44 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance
45 data. The City shall bear the costs of staff, City-retained consultants and performance incentives (if
46 used) and the Contractor shall bear the costs of staff and route costs to perform the monitoring.

1 **3.1.25 Continual Monitoring and Evaluation of Operations**

2
3 The Contractor's supervisory and management staff shall be available to meet with the City at either the
4 Contractor's office or City staff's office location, at the City's option, on a weekly basis during the first six
5 months of the contract and monthly throughout the term of the Contract to discuss operational and
6 Contract issues.

7
8 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the
9 provisions of this Contract is maintained.

10
11 The City may periodically monitor collection system parameters such as participation, Receptacle
12 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with
13 the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize
14 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access
15 to equipment, processing and composting facilities, route and Customer service data, safety records,
16 subcontracts and other applicable information. The City's review of Contractor activities and records
17 shall occur during normal office hours and shall be supervised by the Contractor's staff.

18
19 **3.1.26 Transport and Delivery of Materials**

20
21 The Contractor is prohibited from landfill disposal or incineration of collected Recyclables or Organics,
22 and from marketing materials that will be landfilled or incinerated. Violation of these Contract
23 provisions may result in performance fees consistent with Section 5.1 or may be cause for termination
24 of this Contract.

25
26 The Contractor shall clean trucks of loose or dislodged wastes prior to leaving the tipping floor and all
27 trucks shall be fully emptied at the end of each day so that routes on the following collection day start
28 with empty vehicles.

29
30 Unacceptable materials, such as Hazardous Waste or infectious waste, will be rejected by the designated
31 Processors and shall be returned to the generator by the Contractor, if possible, or lawfully disposed at
32 another properly permitted location if not accepted for disposal at the designated Processing site. The
33 generator of the Hazardous Waste or infectious waste shall be responsible for payment of proper
34 disposal fees. If the Contractor is unable to locate the generator, the Contractor shall be responsible for
35 payment of proper disposal fees.

36 **3.1.26.1 Garbage**

37
38 The Contractor shall deliver all Garbage to the West Van Materials Recovery Center or Central Transfer
39 and Recycling Center unless prior written approval for delivery to another location is granted by the
40 Director. The Contractor shall pay all disposal charges and taxes for Contractor-delivered Garbage.

41 **3.1.26.2 Recyclables**

42
43 The Contractor shall deliver all Recyclables to the City's designated Processor:

44 Columbia Resources Company
45 West Van Materials Recovery Center

6307 NW Lower River Road
(360) 737-1727

In the event of an emergency related facility shut down of West Van Materials Recovery Center, upon prior verbal approval from the City Director, an alternate Processing site acceptable to the Director may be used.

The City retains the right to designate other or additional Processors located within a 10-mile radius of the West Van Materials Recovery Facility at Lower River Road, Vancouver for replacement sites and within a fifteen-mile radius for additional sites. However, in no case will the Contractor be required to deliver Recyclables contained in an individual collection vehicle to more than one Processor site.

The quality standards and permitted contamination levels for delivered Recyclables shall be based on current industry standard requirements, and may change from time to time as market conditions and industry standards change. Details regarding the standards, and permitted contamination levels, shall be determined by the Contractor and the Processor with the Director's reasonable approval. If the Contractor and Processor are unable to agree on any standards or contamination levels, the City Director shall arbitrate the dispute and the City Director's decision shall be final.

Portions of loads in excess of permissible contamination levels may be rejected upon delivery. Rejected loads will be segregated by the Processor. The Processor will document contamination and notify the Contractor immediately. The Contractor will process the load and re-deliver or will pay disposal fees at the normal rate charged by the Processor for the portion of the load rejected. Consistent delivery of loads in excess of permitted contamination levels may be grounds for Contract termination.

The City reserves the right to inspect at any time Contractor collection vehicles both on route and at the Processor site to confirm Recyclable material source, quantity and quality

3.1.26.3 Organics

The Contractor shall deliver all uncontaminated Organics to Director-approved compost processing Facilities at the Contractor's cost, including any reload and/or transfer costs. The Contractor's selected composting facility shall be in compliance with all relevant laws, standards and permits, evidence of which shall be provided to the City upon request. The disposal of contaminants separated during Organics processing is acceptable to the extent that it is unavoidable and consistent with industry standards.

3.1.27 Mandatory Collection Enforcement

Subscription to Garbage collection service is mandatory for City Residences, and collection services must be provided by Contractor, except as herein provided. Commercial Customers may self-haul, provided such self-haul is accomplished by employees using equipment owned by the Commercial enterprise. In all other cases, Commercial Customers requiring Garbage service must subscribe to service provided by the Contractor.

The Contractor will have primary responsibility for informing Customers of their service-level options and each potential Customer's responsibility to subscribe for collection service under applicable City ordinance. The City and Contractor shall develop and implement a memorandum of understanding to

1 establish roles and responsibilities for enforcing the City's mandatory collection system. The
2 memorandum of understanding shall be reviewed and updated upon the request of either Party to
3 reflect code or other changes that may occur from time to time.

4 The City will attempt to enforce its ordinances with respect to Garbage collection. However, the City
5 shall not incur any liability for failing to enforce any applicable legal requirements.

6 7 **3.1.28 Emergency Response** 8

9 The Contractor shall provide the City with the use of the Contractor's labor and equipment for
10 assistance in the event of a disaster or emergency declaration. Contractor services shall be provided
11 immediately upon City directions and paid at the Contract rates in Exhibit B. At the City's option, other
12 Contractor assistance/support, beyond that of the Contractor may be engaged to address the collection,
13 delivery and disposal of disaster debris as outlined in the Clark County Regional Disaster Debris
14 Management plan. The Contractor's primary role in such an instance is to restore and return to normal,
15 ongoing Garbage, Recyclables, and Organics collection operations.

16
17 The Contractor shall keep full and complete records and documentation of all costs incurred in
18 connection with disaster or emergency response, and include such information in the monthly and
19 annual reports required under Section 3.3.4. The Contractor shall maintain such records and
20 documentation in accordance with the City's prior written approval and any standards established by
21 the Federal Emergency Management Agency and/or the Washington Division of Emergency
22 Management, and at the City's request, shall assist the City in developing any reports or applications
23 necessary to seek federal assistance during or after a federally-declared disaster.

24 25 **3.2 Collection Services** 26

27 **3.2.1 Single-Family Residence Garbage Collection** 28

29 **3.2.1.1 Subject Materials** 30

31 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence
32 Customers in, and adjacent to Cans, bags, and Garbage Carts. The Contractor shall offer carry-out
33 service to HELICO Customers at extra or no charge (per Section 3.1.6) as well as those Customers who
34 choose to pay for the additional service.

35 36 **3.2.1.2 Receptacles** 37

38 The Contractor shall provide collection Receptacles to Customers at no charge. Garbage Carts shall be
39 delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the
40 Customer's request.

41 42 **3.2.1.3 Specific Collection Requirements** 43

44 The Contractor shall offer weekly, every-other-week, and monthly collection of the following service
45 levels:
46

1. One 20-gallon Garbage Cart;
2. One 32-gallon Garbage Cart;
3. One 64-gallon Garbage Cart; and
4. One 96-gallon Garbage Cart.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Receptacles to reach the collection vehicle at its nearest point of access. Garbage in excess of Receptacle capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers, including property owners/managers who are account holders, shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than one working day prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Receptacles, in an upright position, with lids closed and attached, to their original set out location. The Contractor may tag inappropriately placed Receptacles not placed out in accordance with Vancouver Municipal Code.

Extra charges may be assessed for materials loaded so as to lift the Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Receptacle at the Extra Unit rate, provided that the Receptacle weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Receptacle shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Receptacles, in which case any such Receptacles shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

All Single-Family Residential Customers shall be eligible to receive one On-Call single appliance collection service each year.

3.2.2 Single-Family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, at the current City approved rate, but with the combined cost of Garbage and Recycling services appearing as a single line item on Customer bills. If collection or processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Exhibit C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

3.2.2.2 Receptacles

The Contractor shall provide collection Receptacles to Customers at no charge. Each set of Receptacles shall include a Recycling Cart and a Glass Bin. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35-, 48-, or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity.

Receptacles shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Receptacles, within seven (7) days of the Customer's request.

3.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage collection. The every-other-week collection of Recyclables shall be alternated with the every-other-week collection of Organics so that customers are not required to set more than two material streams at the curb for any scheduled collection day. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Receptacles with their lids closed and attached to their set out location, and out of any Public Street, in an orderly manner.

The defined list of Residential Recyclables in Exhibit C shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

Unacceptable materials, such as hazardous or infectious waste, will be rejected by the designated Processors and shall be returned to the generator by the Contractor, if possible, or lawfully disposed at another properly permitted location if not accepted for disposal at the designated Processing site. The generator of the hazardous or infectious waste shall be responsible for payment of proper disposal fees. If the Contractor is unable to locate the generator, the Contractor shall be responsible for payment of proper disposal fees.

3.2.3 Single-Family Residence Organics Collection

The Contractor shall roll-out the City's new Organics collection program in September, 2019 with collections to start October 1, 2019. During the interim period between the Date of Commencement of Service and September 30, 2019, the Contractor shall continue existing Yard Debris collection services, as provided under the previous contract with the City, including but not limited to the continuation of on-call service option for Yard Debris, Customer service thresholds (base service and extra standards), and rates for Yard Debris collection. Kitchen Food Scraps container delivery to existing and Cart and Kitchen Food Scraps containers to new Organics Customers shall be performed during the last two

1 weeks of September, 2019. Starting October 1, 2019, the new Organics collection program described in
2 the following Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3 shall replace the interim program in place from the
3 Date of Commencement of Service and October 1, 2019.

4 5 **3.2.3.1 Subject Materials**

6
7 Properly-prepared Organics shall be collected every-other-week from all subscribing Single-Family
8 Residence Customers.

9 10 **3.2.3.2 Receptacles**

11
12 The Contractor shall provide Organics Carts to subscribing Customers at no additional charge. The
13 default Organics Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 20-,
14 35-, or 64-gallon Organics Carts on request to those Single-Family Residence Customers requiring less
15 capacity than provided by the default Organics Cart.

16
17 Excess Yard Debris material that does not fit in an Organics Cart shall be bundled or placed in Kraft paper
18 bags, reusable plastic bags, or properly labeled Customer-owned Cans. Customers choosing to use their
19 own Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify
20 the Receptacle's contents as "Yard Debris."

21
22 Organics Carts shall be delivered by the Contractor to new subscribers and Customers requesting a
23 replacement Organics Cart within seven (7) days of the Customer's initial request.

24
25 During the program roll-out period in Fall 2019, the Contractor shall provide and distribute to all Single-
26 Family Residence Customers that subscribe to Organics collection a kitchen Food Scrap collection
27 container, previously approved by the City in writing, with a capacity of approximately 9.6 quarts. The
28 Contractor shall include instructional materials, subject to the City's prior written approval, with all
29 kitchen Food Scrap collection container. Distributed Food Scrap collection container shall include at
30 least two biodegradable liner samples, provided at the Contractor's cost. After the program roll-out is
31 completed, the Contractor is not required to procure and provide Food Scrap collection containers to
32 Customers at the Contractor's cost.

33
34 The Contractor shall provide an on-call fee-based Organics Receptacle cleaning service to Customers at
35 the rate provided in Exhibit B.

36 37 **3.2.3.3 Specific Collection Requirements**

38
39 Properly prepared Organics shall be collected every-other-week on the same day as each household's
40 Garbage collection. Collections shall be made from Single-Family Residence Customers on a regular
41 schedule on the same day and as close to a consistent time as possible. Organics in excess of 96 gallons
42 may be charged as Organics Extra Units in 32-gallon increments in accordance with Exhibit B.

43
44 Organics may be placed in Carts, paper bags, bundles, or labeled Cans next to the initial Organics Cart,
45 provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in
46 bags, bundles, or open Cans.

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

Multifamily Complex and Commercial Customers shall be categorized separately to determine their proper rate classification. Customers in Mixed-Use Buildings shall be categorized in accordance with Vancouver Municipal Code for the purpose of determining appropriate Garbage and Recyclables service.

3.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or next to Receptacles.

3.2.4.2 Receptacles

Multifamily Complex and Commercial Customers shall be offered a full range of Receptacle and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Receptacles shall be provided to Customers at no charge, except for compacting Receptacles or unless otherwise set forth in this Contract and directed by the City. Contractor shall provide flexibility in billing and account set-up to either offer Multifamily Complexes with Single-Family style services (Carts), where this may be desirable for condominium or similarly designed sites billed bi-monthly, or with a shared service for multiple tenants and billed monthly to the site manager or owner.

Materials in excess of Receptacle capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City, except in the situation for make-up collection following a weather delay or missed collection. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Receptacles and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Receptacles shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day (or days if multiple weekly pick-ups) and as close to a consistent time as possible to minimize Customer confusion.

Lock fees, access fees, additional roll-out charges in twenty-five (25) foot increments, and Extra Unit charges for materials loaded so as to lift the Receptacle lid in excess of six (6) inches from the normally closed position may be assessed to Customers who use those services. Customers with hard-to-access Receptacles requiring the Contractor to wait for Customer Receptacle relocation or requiring

Contractor's use of specialized equipment for Receptacle relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

The Contractor shall collect in alleys when possible and on streets, parking lots or enclosures when no alleys are present. Detachable Containers shall be replaced in the same location after emptying and shall not block service doors or ramps.

Multifamily Complex and Commercial Garbage Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by the City.

3.2.5 Multifamily Complex Recyclables Collection

3.2.5.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily Complex Customers shall be collected with no capacity limit as long as those materials meet acceptance standards.

3.2.5.2 Receptacles

The Contractor shall provide Recycling Receptacles at no additional charge to all Multifamily Complex as part of the Recycling collection service.

The Contractor shall encourage and promote recycling and recommend appropriate Receptacle sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Receptacles used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. The Contractor may decline to collect Recyclables if the Receptacle in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

3.2.5.3 Specific Collection Requirements

Multifamily Complex recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Receptacles after emptying to the same location as found, with their lids closed.

3.2.6 Commercial Recyclables Collection

The pilot program established under the Contractor's previous contract with the City shall be continued with the following revisions:

1. The City shall pay the Contractor \$15.00 per month for each Commercial Customer that has the pilot Recyclables collection service.

2. All Commercial Customers are eligible for the pilot services, including the Contractor's current open market Customers that use service at levels suitable for the pilot.
3. The Contractor shall retain all commodity value and likewise may adjust Customer rates as necessary to reflect that value. The collection program shall operate as a free-market program where the Contractor retains all revenue and bears all costs for Recyclables with no City involvement except for reporting and licensing required under VMC 5.62.
4. The Contractor shall report monthly to the City:
 - a. A list of pilot Commercial Recycling Customers and service levels
 - b. The Contractor's current charges for different levels of services for pilot Customers
 - c. The tonnage of materials collected, by type (commingled or glass)
 - d. The monthly amount due to the Contractor by the City.
5. The City may adjust, cap or discontinue this pilot program upon 90 days written notice to the Contractor, in which case the Contractor may adjust its Commercial Recyclables collection rates as it wishes.

3.2.6.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Commercial Customers, shall be collected as part of the basic Garbage collection services subject to the following limits. Commercial Customers shall be eligible for up to three cubic yards of Recyclables set out per week as part of the City's Commercial recycling program, with additional quantities to be collected by any entity at market rates.

3.2.6.2 Receptacles

The Contractor shall provide Recycling Receptacles at no additional charge to all Commercial Customers requesting Receptacles in any combination of Carts and Detachable Containers up to a total of three cubic yards of capacity.

The Contractor shall encourage and promote recycling and recommend appropriate Receptacle sizes through its site visit and evaluation process. Receptacles used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. The Contractor may decline to collect Recyclables if the Receptacle in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

3.2.6.3 Specific Collection Requirements

Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion.

3.2.7 Multifamily Complex and Commercial Customer Organics Collection

The Contractor shall provide weekly Cart-based Organics collection services under a subscription model to requesting Multifamily Complexes and Commercial Customers. As an option, Commercial Customers

1 may choose to use the every-other-week Organics collection program including the requirement to set
2 out at the Curb.

3.2.7.1 Subject Materials

6 The Contractor shall provide collection of Organics from any requesting Multifamily Complex or
7 Commercial Customer, subject to that Customer's continued compliance with material preparation
8 requirements. Contaminated or oversized Organics materials rejected by the Contractor shall be tagged
9 in writing in a prominent location with an appropriate problem notice explaining why the material was
10 rejected.

3.2.7.2 Receptacles

14 Receptacles shall be provided to Customers as part of the service at no additional charge. Organics
15 Receptacles shall be delivered by the Contractor to Multifamily Complex and Commercial Customers
16 within three (3) days of a Customer's request. The Multifamily Complex and Commercial Customer
17 Organics collection shall be based on Contractor-provision of 32- or 64-gallon Carts. The City and
18 Contractor may expand the service to include Detachable Containers upon mutual agreement.

20 For Multifamily Complex Customers, each service level shall be provided at each Garbage
21 enclosure/collection site as determined and requested by the Customer.

3.2.7.3 Specific Collection Requirements

25 Multifamily Complex and Commercial Customer Organics collection shall occur up to daily as subscribed
26 for and requested by the Customer. Collections shall be made on a regular schedule on the same day(s)
27 of the week and as close to a consistent time as possible to minimize Customer confusion. The
28 Contractor's crews shall make collections in an orderly and quiet manner, and shall return Receptacles
29 after emptying to the same location as found, with their lids closed.

31 Upon Customer request and at an additional monthly fee, Carts shall be lined by the Contractor using a
32 standard garbage bag (not degradable). Carts shall be lined upon initial delivery as well as after each
33 collection cycle. Once emptied into the collection vehicle, the Contractor's collection employee will
34 remove the soiled liner (to be placed in the on-site Garbage receptacle) and securely replace with a new
35 liner for the next collection cycle. The Contractor shall also provide cleaning of Receptacles for each
36 Customer at least once per year at no additional cost.

3.2.8 Drop-box Container Garbage Collection

3.2.8.1 Subject Materials

42 The Contractor shall provide Drop-box Container Garbage collection services to Customers, in
43 accordance with the service level selected by the Customer, whether one time or ongoing with
44 Contractor- or Customer-owned Drop-box Container.

3.2.8.2 Receptacles

The Contractor shall pay the cost of procuring and providing Garbage Drop-box Containers meeting the standards described in Section 3.1.15.2 Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors. The provision of Drop-box Container compactors is outside of the scope of this Contract and is an open-market activity within the City.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Receptacles by the Contractor to new and temporary Customers within three (3) business days after the Customer's initial request.

3.2.8.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Receptacle to the Customer at the time of collecting the full Drop-box Receptacle. Drop-box Containers shall be delivered to new Customers within one business day of their initial request.

3.2.9 Temporary (Non-Event) Receptacle Customers

The Contractor shall maintain a sufficient Receptacle inventory, including Detachable Containers and Drop-box Containers, to provide delivery of empty Receptacles by the Contractor to temporary Customers within one working day of the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal or processing for Recyclables or Organics. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include embedded Recycling or Organics collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Organics service.

3.2.10 City Services

The Contractor shall provide receptacles and provide weekly or more frequent Garbage, Recyclables and Organics collection to all City-owned municipal facilities as a part of this Agreement. The City shall pay only disposal costs for Garbage collected from City facilities based upon container size and service frequency. The service levels for each City facility listed may be changed at the City's discretion. The initial facility and Container sizes are provided in Exhibit F.

At any time during the Term of this Contract, the City may add up to five City facilities in addition to those listed in Exhibit F. Municipal facilities added during the term of the Contract shall be provided collection at the disposal only rates.

In cases in which Garbage, Recyclables or Organics are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example,

the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Organics generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor at the disposal only rates. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Organics.

3.2.11 Neighborhood Clean-up Events

The Contractor shall provide support to up to sixty City-sponsored neighborhood clean-up events. At each event, the Contractor shall provide one staffed collection vehicle to accept Garbage, one staffed collection vehicle to accept Yard Debris, and one Drop-Box Container of sufficient size to collect scrap metal. The Contractor shall be responsible for equipment, labor, and delivery. The City shall pay disposal/Processing fees for the collected Garbage and Yard Debris. The Contractor shall remit the proceeds from scrap metal sales to each neighborhood group.

3.2.12 Community Events

The Contractor shall provide seasonal Garbage, Recycling, and Organics services for City-programmed special events, at four City-owned venues (Esther Short Park, Waterfront Park, Marine Park, and David Douglas Park) at no charge to the City or users. Receptacle capacity shall be coordinated with event staff to ensure that sufficient Receptacle capacity and collection frequency is provided by the Contractor. The City shall pay the disposal charges related to Garbage collection for these events.

3.2.13 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and Commercial Customers.

On-call collection of Residential route Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours prior to collection. The Contractor shall notify the Customer of the specific date that their item will be collected, the charge that will be made to their next bill, and where the item should be placed for collection.

Collection of Multifamily or Commercial route Bulky Waste items shall occur within 24 hours where materials are found to be blocking receptacles or creating congestion within an enclosure. The Contractor shall contact the Customer informing them of the blocking situation and confirming that the Customer will pay the additional charges for item removal or dispose of the Bulky Waste by alternative means. The stop will be re-serviced as soon as the blocking Bulky Waste item(s) have been removed.

The Contractor shall recycle all metal products, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall

1 direct Customers to remove doors from refrigerators and freezers before collection and not to place
2 Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

3
4 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,
5 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a
6 monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the
7 hours and days specified in Section 3.1.4, with the exception that Saturday or Sunday collection is
8 permissible if it is more convenient for Customers or needed to remove blockage from Multifamily
9 Complex waste management enclosures. The Contractor's crews shall make collections in an orderly,
10 non-disruptive and quiet manner.

11 12 **3.2.14 Special Rates for Space-Constrained Customers**

13
14 Commercial and Multifamily Customers with space constraints that limit the size or number of
15 Receptacles, and are located in City Core Areas or otherwise approved by the City, shall be eligible for
16 "space saver rates" for garbage. The Contractor agrees to provide this service for ten percent (10%)
17 premium over what the service would have cost the individual Customer if that Customer had weekly
18 service of a larger container. Saturday and Sunday collection may be provided if mutually agreed
19 between the Contractor and Customer.

20
21 Where multiple Commercial or Multi-family Complex Customers in the City Core Areas participate in
22 utilizing a "shared enclosure" the Contractor will work with the City to establish and adjust as needed
23 rates/charges billed on the basis of anticipated, allocated and actual use of the enclosure.

24
25 Either the City or Contractor may initiate a mutual review of the service provided under this Section to
26 ensure that the services and rates are appropriate considering the then-current mix of Customers and
27 service levels.

28 29 **3.2.15 Drop-off Recycling Services**

30
31 The Contractor agrees to expand recycling drop-off opportunities at its transfer stations to include block
32 foam and plastic film. Other materials may be added by the City and Contractor as opportunities arise
33 and upon mutual agreement of the City and Contractor.

34 35 **3.2.16 Excluded Services**

36
37 This Contract does not include the collection or disposal of Hazardous Waste. Title to and liability for
38 any Hazardous Waste shall remain with the generator even if the Contractor inadvertently collects or
39 disposes of Hazardous Waste.

40 41 **3.3 COLLECTION SUPPORT AND MANAGEMENT**

42 43 **3.3.1 General Customer Service**

44
45 The Contractor shall be responsible for providing all Customer service functions, including, but not
46 limited to:

- Answering Customer telephone calls, texts, chat, and/or e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Notifying Customers of service disruptions, or delays related to weather, construction or street resurfacing activities through automated/other phone calls, texts, and/or email;
- Handling Commercial and Multifamily Complex Customer subscriptions and cancellations;
- Handling of Garbage and Organics Extra Unit credit appeals
- Handling of Single-Family Residential service changes as request by owner or tenant
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary Receptacles, and special collections;
- Maintaining and updating regularly as necessary a user-friendly internet website.
- Maintaining and updating regularly as necessary a user-friendly mobile application.

These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Exhibit B.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a one or more service base(s) for storing and/or maintaining collection vehicles within fifteen (15) miles of the City's corporate limits, housing operations and management staff, and hosting call center operations. In the event of emergency, call center services may be remotely provided. One location, approved by the City, shall be accessible to Customers during Office Hours who wish to pay their bills in person and/or request program information.

Customer service representatives shall be available through the Contractor's call center during Office Hours for communication with the public and City representatives. Customer calls shall be taken during Office Hours by a person, not by voice mail. During all non-Office Hours, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for City use during all hours, including normal Office Hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.2

3.3.2.1 Customer Service Representative Staffing

1 During Office Hours, the Contractor shall maintain sufficient call center staff to answer and handle
2 complaints and service requests from all Customers without delay. If incoming telephone calls
3 necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service
4 demands. The Contractor shall provide and publicize a telephone number capable of handling service
5 related text messages.

7 The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests
8 in a timely manner made by methods other than telephone, including letters, e-mails, text messages or
9 webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints
10 and service requests in a timely manner, the Contractor shall increase staffing levels to meet
11 performance criteria specified in Section 3.3.2.4.

13 The Contractor shall provide additional staffing during the transition and implementation period, and
14 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the
15 fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available
16 to minimize Customer waits and inconvenience. The Contractor shall receive no additional
17 compensation for increased staffing levels during the transition and implementation period. Staffing
18 levels during the transition and implementation period shall be subject to the City's prior review and
19 approval.

21 **3.3.2.2 Contact for City Coordination**

23 The Contractor shall maintain staff that has management level authority to provide a point(s) of contact
24 for the majority of inquiries, requests, and coordination covering the full range of Contractor activities
25 related to this Contract. Duties include, but are not limited to:

- 27 • Assisting staff with promotion and outreach to Single-Family Residences, Multifamily
28 Complexes, Commercial Customers, and special events;
- 29 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and
30 inquiries; and,
- 31 • Assisting the City with program development and design, research, response to inquiries, and
32 troubleshooting issues.

34 A Contractor-designated service expert(s) shall be immediately accessible by staff to address emerging
35 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the
36 City's leaving or sending a message during Office Hours. One month prior to the Contract effective date,
37 the City will be provided with an organization chart including contact information to clarify who will be
38 the best individual to resolve particular concerns. The information will be updated each month as part
39 of the monthly report each time that information changes.

41 Should the Contractor fail to meet the City expectations for Customer service as described herein, the
42 Contractor shall be assessed performance fees in accordance with Section 5.1.

44 **3.3.2.3 Service Recipient Complaints and Requests**

46 The Contractor shall record all complaints, regardless of how received, including date, time, Customer's
47 name and address, if the Customer is willing to give this information, method of transmittal, and nature,

1 date and manner of resolution of the complaint in a computerized daily log. Any telephone calls
2 received through the Contractor's non-Office Hours voice mail or answering service shall be recorded in
3 the log no later than by the following business day. The Contractor shall make a conscientious effort to
4 respond directly to the Customer and resolve all complaints within one business day of the original
5 phone call, letter, or internet communication. If a longer response time is necessary for complaints or
6 requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's
7 efforts to resolve the complaint or request.
8

9 The Customer service log shall be available transmittal to the City, or its designated representatives,
10 during the Contractor's Office Hours, and shall be in an electronic format approved by the City. The
11 Contractor shall provide a copy of this log in an electronic format with the monthly report.
12

13 **3.3.2.4 Handling of Customer Calls**

14
15 Upon installation and full implementation of an upgraded call center telephone system no later than
16 April 1, 2020, all incoming telephone calls shall be answered promptly and courteously, with an average
17 speed of answer of less than thirty (30) seconds. Customers shall be given the automated option of
18 having the Contractor call the Customer back after waiting for thirty (30) seconds and the system shall
19 be capable of receiving, tracking and allowing Contractor responses to texts. No telephone calls shall be
20 placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than
21 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer
22 shall be able to talk directly with a Customer service representative when calling the Contractor's
23 Customer service telephone number during Office Hours without navigating more than one layer of an
24 automated phone answering system. An automated voice mail service or phone answering system may
25 be used outside of Office Hours.
26

27 A Customer calling into the Customer service phone lines and placed on hold shall hear either the City -
28 specific messages or messages that are applicable and not misleading to Customers.
29

30 **3.3.2.5 Corrective Measures**

31
32 Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the
33 telephone, the City may request the Contractor submit a plan to the City for correcting the problem.
34 Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the
35 corrective measures, except during the transition and implementation period from one (1) month prior
36 to the Date of Commencement of Service, through the end of the fourth month after the Date of
37 Commencement of Service, during which the Contractor shall have one (1) week to implement
38 corrective measures. Reasonable corrective measures shall be implemented without additional
39 compensation to the Contractor. Failure to provide corrective measures shall result in possible
40 performance fees for the Contractor.
41

42 **3.3.2.6 Contractor Internet Website**

43
44 The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day,
45 seven (7) days a week, containing information specific to the City's collection programs, including at a
46 minimum contact information, collection schedules, day of collection, material preparation
47 requirements, available services and options, rates and fees, inclement weather service changes, and

1 other relevant service information for its Customers. The website shall include an e-mail function for
2 Customer communication with the Contractor, and the ability for Customers to submit service requests
3 and manage their services on-line. E-mailed Customer service requests shall be answered within twenty-
4 four (24) hours of receipt.

5
6 The website design shall be usability tested and then submitted to the City for approval a minimum of
7 three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall
8 be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide
9 among its local staff a knowledgeable and proficient website manager that is responsive to the City's
10 request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual
11 messages only shall be uploaded to the website within seventy-two (72) hours of the time of the
12 request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-
13 sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a
14 Customer's regular place of Receptacle set-out) shall be uploaded to the website as soon as possible and
15 not more than six (6) hours from of the time of request. Changes requested by the City that include a
16 graphical component must be uploaded to the website within ten (10) days of the time of the request.

17
18 The Contractor shall update the website monthly, and more often if necessary, and provide links to the
19 City's website, checking on a regular basis that all links are current. The website shall include
20 information requested by the City in both English and Spanish. The website shall also provide
21 statements on its homepage in other commonly used languages within the City referring them to the
22 Contractor's translation helpline or a separate webpage with an appropriate translation function. Upon
23 the City's request, the Contractor shall provide a website utilization report indicating the usage of
24 various website pages and e-mail option.

25 26 **3.3.2.7 Full Knowledge of Garbage, Recyclables, and Organics Programs Required**

27
28 The Contractor's Customer service representatives shall be fully knowledgeable of all collection services
29 available to Customers, including the various services available to Single-Family Residence, Multifamily
30 Complex and Commercial Customers. For new Customers, Customer service representatives shall
31 explain all Garbage, Recyclables, and Organics collection options available depending on the sector the
32 Customer is calling from. For existing Customers, the representatives shall explain new services and
33 options, and resolve recycling issues, collection concerns, missed pickups, Receptacle deliveries, and
34 other Customer concerns. Customer service representatives shall be trained to inform Customers of
35 Recyclables and Organics preparation specifications. City policy questions shall be immediately
36 forwarded to the City for response.

37
38 The Contractor's Customer service representatives shall have instantaneous electronic access to
39 Customer service data and history to assist them in providing excellent customer service. The Contractor
40 shall provide the City with internal customer service representative training and support information
41 specific to the City to allow the City to review and check information provided to customer service
42 representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved
43 in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

44 45 **3.3.2.8 Customer Communications**

1
2 All Customer communications (other than routine service and billing interactions with individual
3 Customers) shall be reviewed and approved by the City before distribution.
4

5 The City and Contractor recognize that Customer preferences for their method of communication may
6 change during the Term of this Contract and agree to adjust customer service expectations to match
7 Customer preferences. For example, if call traffic to the Contractor's telephone-based call center
8 reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources
9 accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract
10 requirements periodically and negotiate in good faith any desired improvements to the Contract service
11 standards related to customer service delivery.
12

13 **3.3.2.9 Security of Customer Identity, Billing and Payment Data**

14

15 The Contractor shall comply with the Federal Fair and Accurate Credit Transactions Act of 2003 (FACTA)
16 and shall proactively protect and safeguard all relevant Customer financial information, including
17 ensuring that all network hardware, software and third party information storage and data handling
18 processes for Customer financial data are "PCI Compliant." The Contractor shall maintain and update
19 written identify theft, credit report, and collection procedures and policies and incorporate those
20 procedures and policies in staff training activities.

21 **3.3.3 Contractor's Customer Billing Responsibilities**

22

23 The Contractor shall be responsible for all billing functions related to the collection services required
24 under this Contract. All Single-family Residence Customers shall be billed at least every-other-month,
25 and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a
26 Customer's invoice be past due prior to the receipt of all services covered by the billing period. The
27 Contractor's billing cycle parameters include, but are not limited to the service period, invoice date, due
28 date, late fee date, reminder date(s), Container removal and stop-service date. The City reserves the
29 right to review and provide feedback on the bill template used by the Contractor as to format and
30 design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's
31 recommendations in good faith. Billing and accounting costs associated with Customer invoicing,
32 including credit card fees, shall be borne by the Contractor, and are included in the service fees in
33 Exhibit B. The Contractor may charge deposits for temporary services and bill to Customers late
34 payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under
35 policies and amounts that have been previously approved in writing by the City.
36

37 The Contractor shall offer paperless billing, including an autopay/electronic notification function that
38 allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw
39 date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain
40 that information.
41

42 Customers may temporarily suspend collection services due to vacations or other reasons for as long as
43 desired in a minimum two (2) week increments and be billed pro-rata for actual services received. A
44 Customer shall be allowed up to three service suspensions each calendar year.
45

46 The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Organics collection bills for all Customers;
- Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by the City;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Printing and inserting up to quarterly bill inserts designed by the City for Customer sectors – with paper copies added to mailed invoices, and hyperlinked versions for on-line/paperless accounts;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Organics collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Where the service location is a Single-Family rental property, the Contractor shall send the owner an overdue notice as appropriate;
- Maintain timely link of account information to the ReCollect, or similar app or service so that information is available on day of collection;
- Collecting unpaid charges from Customers for properly invoiced services; and
- Implementing rate changes as specified in Section 4.3.

1 The Contractor shall be required to maintain procedures to backup and minimize the potential for the
2 loss or damage of the account servicing (e.g., Customer service, service levels, and billing history)
3 database. The Contractor shall ensure that at a minimum a daily backup of the account servicing
4 database is made and stored off-site. The Contractor shall also provide the City with a copy of the
5 account servicing database (excluding Customer financial information such as credit card or bank
6 account numbers) sorted by Customer sector via e- mail, FTP site or electronic media upon request. The
7 City shall have unlimited rights to use such account servicing database for the purpose of developing
8 targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or
9 providing information to successor contractors.

10
11 The Contractor shall provide the City with limited read-only access to its customer service database via
12 Internet to allow the City to resolve issues, monitor services and charges, and other activities consistent
13 with managing this contract.

14 **3.3.4 Reporting**

15
16 The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report
17 formats may be modified from time to time at the City's request at no cost to the City. In addition, the
18 Contractor shall allow staff access to pertinent operations information related to compliance with the
19 obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage,
20 Recyclables, and/or Composting facility certified weight slips, and Customer charges and payments.

21 **3.3.4.1 Monthly Reports**

22
23
24 On a monthly basis, by the 30th of each month, the Contractor shall provide a report containing the
25 following information for the previous month. Reports shall be submitted in an electronic format
26 approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall
27 include:

- 28
29 1. A log of all Customer complaints including Customer name, property name and address, date of
30 contact, the Customer complaint, and resolution.
- 31
32 2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by
33 service level/Receptacle size, and service frequency.
- 34
35 3. Reports from the Contractor's customer service telephone system showing total call volume,
36 total calls answered, average speed of answer, percent of calls answered within thirty (30)
37 seconds, total calls placed on hold, percent of calls on hold answered within twenty (20)
38 seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned
39 calls, abandonment rate (abandoned call divided by total volume of calls), and average time to
40 abandonment.
- 41
42 4. Website utilization report showing total number of Customers managing their services on-line,
43 total number of e-mails received via website, data on site usage, and other data or information
44 as Vancouver may require for internal reporting purposes.
- 45

5. A summary of total Garbage, Recyclables and Organics, quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multifamily Complex and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Organics, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A listing of Multifamily and Commercial Recyclables collection activities including structure address, number of units in the structure, number and size of Receptacles, and collection route and truck numbers.
7. A description of any vehicle accidents or infractions.
8. A description of any changes to collection routes, Receptacles, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.
11. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, collection sector assigned to or used in, and major maintenance history, including vehicle painting.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Quarterly Financial Analysis Reports

The Contractor shall provide quarterly financial summary reports. These reports shall include quarterly and year-to-date revenues and costs for the three material streams (Garbage, Recyclables, Organics) for the following collection sectors: Single-Family Residential, Multifamily Complex Residential, Commercial Cart and Detachable Container; and Drop-box Container.

Quarterly reports shall be submitted to the City electronically no later than the last working day of the month following the end of the quarter.

3.3.4.3 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Organics collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. A list of Multifamily Complexes eligible for Recycling and Organics collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Organics service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Organics service.
6. A detailed report on Receptacle change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
7. A summary of the monthly logs of Customer complaints and resolution. The summary shall organize Customer complaints by category (e.g., missed pickups, improper set-ups).

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twenty (20) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and with Microsoft software compatibility. These reports shall not require the Contractor to expend more than two hundred (200) staff hours per year to complete.

3.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Term of the Contract. Information received by the City may be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall designate and commit no less than three full-time equivalent "Recycling Coordinator" positions plus one manager position with an additional annual budget of \$80,000. dedicated to the promotion and education functions of this Contract, exclusive of any Contractor staff assigned to Customer recruitment and sales. While the Contractor has concurrent staffing requirements for Clark County or other regional jurisdiction contracts, it is acceptable to participate in joint workplan development on an annual basis so that responsibilities in various areas are well coordinated among positions. The functional areas of staffing expertise shall include Commercial waste diversion, Single-Family waste diversion, Multifamily Complex tenant and property manager outreach, construction demotion recycling, events, graphics, and school education programs.

All programs shall be designed to reach all Customers, including diverse populations with language and/or cultural barriers. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site Commercial Recycling and Organics technical assistance, distributing City-approved or developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contractor shall print and deliver an annual comprehensive service guide to each Single-Family Residential and Multifamily Complex customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Organics; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites to encourage recycling participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection Receptacles, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

1 The Contractor shall, at the Contractor's expense, conduct a site visit within two weeks of the
2 Customer's or tenant's request to review existing services, determine Recycling or Organics potential,
3 and assess space constraints for additional Receptacles.

4
5 Any additional promotional, educational, and informational materials provided by the Contractor to
6 Customers in connection with the Contract shall be designed, developed, printed, and delivered by the
7 Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content,
8 and method of delivery. The City shall review and approve all materials and a minimum of a two (2)
9 weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review
10 and approval.

11
12 Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from
13 also conducting targeted outreach and technical assistance to encourage waste prevention and
14 recycling.

15 **3.3.6 Transition to Another Contractor**

16
17 In the event that the City does not negotiate or award a successor contract with the Contractor, the
18 Contractor shall work with the City and the successive contractor in good faith to ensure minimal
19 Customer disruption during the transition period. Cart and Receptacle removal and replacement (if
20 elected by the City) shall be coordinated between the Contractor and a successive contractor to occur
21 simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect
22 to retain the Contractor's Receptacles pursuant to Section 3.1.15.3, the Contractor shall remove any
23 Receptacles for all services or any portion of services provided under this Contract upon sixty (60) days
24 written notice from the City.

25
26 Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's
27 performance bond up to the amount of the City's damages, including all expenses incurred, reasonable
28 attorneys' fees, and any further damages sustained or to be sustained by the City as a result of such
29 failure to fully comply.

30 **4. COMPENSATION**

31 **4.1 Compensation to the Contractor**

32 **4.1.1 Rates**

33
34 The Contractor shall be responsible for billing and collecting funds from Single-family Residence,
35 Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in
36 Exhibit B. The payment of charges for services listed in Exhibit B by Customers, after remitting to the City
37 the portion of revenue due as a gross receipts utility tax and the City Fee, shall comprise the entire
38 compensation due to the Contractor, except that the City shall also provide a payment of \$10.00 per
39 delivered ton for Residential Recyclables, including those collected from Multifamily Complexes, upon
40 receiving and verifying an invoice from the Contractor.

41
42 In the event that a Customer places excluded materials or unacceptable materials in a Container, and
43 the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with
44
45

1 those materials, the Contractor may charge the Customer the actual costs of managing those materials,
2 as reasonably approved by the City. Actual costs shall include additional transportation, handling, and
3 disposal costs incurred by the Contractor for handling only those specific materials traceable to that
4 Customer.

5
6 The City is not required under this Contract to make any payments to the Contractor for the Services
7 performed, or for any other reason, except as specifically described in this Contract, for services the City
8 obtains as a Customer.

9
10 In the event that Contractor or a Customer desires solid waste-related services not specifically
11 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in
12 writing based on an average of its adjacent WUTC tariff plus City Utility tax and City Fee at the current
13 embedded rate. Upon the City's written approval, the Contractor may provide the requested services. In
14 no case shall the Contractor provide unauthorized services or charge unauthorized rates.

15 **4.1.2 Itemization on Invoices**

16
17 All applicable City, County, and Washington State solid waste or household hazardous waste taxes or
18 fees and (if allowed under the last paragraph of Section 4.1.2) sales taxes shall be itemized separately on
19 Customer invoices and added to the charges listed in Exhibit B, except that the City Fees and embedded
20 utility tax shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

21
22 Charges for excess Garbage or Organics, Single-family, Multifamily Complex and Commercial Organics
23 collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services,
24 Container rentals, temporary Container services, and Recyclables processing surcharges (as applicable)
25 shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the
26 charges set forth in Exhibit B.

27
28 The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized
29 separately on Customer invoices with charges for Drop-box Container service. The Contractor shall
30 charge Drop-box Customers the actual disposal cost.

31
32 The Contractor shall not separately charge sales tax for services that include any Container as part of the
33 overall service package. Only Services that separate and itemize optional container rental (specifically
34 Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor
35 shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are
36 included in the rates provided in Exhibit B. In no case shall Customers be separately charged sales taxes
37 paid by the Contractor on its equipment and Containers.

38 39 **4.2 Compensation to the City**

40
41 The Contractor shall pay to the City a City Fee on or before the fifteenth (15th) day of each month during
42 the term of this Contract, starting on the 15th of the month following the start of operations under this
43 Contract. The City Fee shall be based on and consistent with the City Fee calculations shown in Exhibit
44 D.

1 The rates included in Exhibit B, as modified during the term of this Contract, include the initial 2019 City
2 Fee of \$1,321,19 per year and the initial 2019 City utility tax of twenty-seven and three/tenths percent
3 (27.3%), and Customers shall not be separately charged an itemized City Fee or utility tax. Exhibit D
4 contains an example of how the City Fee is included in rates, and lists the Contractor's service rate, the
5 City's share of the retail rate, the State excise tax associated with the City Fee, and the combined retail
6 rate. Any adjustments to the City Fee rate shall be calculated in a manner consistent with the example
7 shown in Exhibit D.

8
9 The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer
10 receipts during any accounting period during the term of the Contract. The audit shall be confined to
11 confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad
12 debt recovery.

13
14 The City may change the City Fee level in any year, provided that the change is synchronized with the
15 annual Contractor rate modification described in Section 4.3.1. The City shall notify the Contractor of the
16 new City Fee for the following year by October 15th, and the Contractor shall itemize and include the
17 appropriate adjustment in its Rate Adjustment Statement provided January 1st of each year. In the
18 event that the City Fee is adjusted, either up or down, the Contractor shall add or subtract an amount
19 equivalent to the state excise tax (1.5% in 2019), as may be adjusted from time to time by the State of
20 Washington.

21
22 In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and
23 taxes as described in Section 8.10, Permits and Licenses.

24 25 **4.3 Compensation Adjustments**

26
27 All adjustments to Contractor rates and City Fee under this Contract shall be made in accordance with
28 Exhibit D whenever there is an annual increase or decrease in CPI (first-half to first-half) or an increase
29 or decrease in the agreed Fuel Index (July to June monthly average) or whenever there is an increase or
30 decrease in Clark County Regional Disposal System charges for Garbage.

31
32 At the discretion of the City, Exhibit D does allow for, and may be utilized to shift compensation among
33 available revenue streams set forth in the contract, where this is desirable to balance City goals for
34 managing Customer rates, moderating rate changes over time, or creating incentives for waste diversion
35 or other City objectives. As examples: mid-year adjustments to disposal tip fees may be delayed by
36 adjusting the amount of the City Fee for the remainder of the year; increases in the City Fee required to
37 support City programs may be obtained through proportional increases in Customer rates; payment of
38 Organics or Recyclable processing fees adjusted due to extraordinary market factors may be covered
39 through off-setting the City Fee or through a pass-through approach to the related fees. At the start of
40 each year or after the City Fee, rates or other compensation adjustments are determined, the City and
41 Contractor will enter into an Memorandum of Understanding that documents the changes made and
42 that is updated for the sorts of adjustments described above.

43 44 **4.3.1 Annual CPI Service Component Modification**

45
46 For purposes of this Contract, "CPI" shall mean the Consumer Price Index First Half for the Seattle-
47 Tacoma-Bellevue WA. Series Id: CWURS49DSA0, Base period 1982-84=100, prepared and reported in

August each year by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. For purposes of this Contract, "Fuel Index" shall mean the Energy Information Agency Monthly West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 with monthly reference values for twelve months averaged over the period from July of one year through June of the following year (the EIA is a unit of the U.S. Government with data provided at: www.eia.doe.gov), or a replacement index.

Together the CPI and Fuel Index are being incorporated as a weighted "Inflation Adjustment Factor (IAF)". Clark County Regional Disposal System Charges for Garbage is a separate adjustment factor incorporated in rate adjustments through Exhibit D. Beginning with the adjustment scheduled for January 2020 and in each following year, the "CPI" will comprise 92% and the "Fuel Index" will comprise 8% of the combined "Inflation Adjustment Factor".

Any adjustment due to changes in the Inflation Adjustment Factor shall be 80% of such weighted CPI and Fuel Index changes and shall be made effective January 1 of each year such adjustment is warranted through the rate model detailed in Exhibit D, with the first such adjustment beginning January 1, 2010. The following formula summarizes the calculation process for determining the annual Inflation Adjustment Factor (IAF):

$$IAF = 1 + \left\{ \left[\left(\frac{CPI_y - CPI_{py}}{CPI_{py}} \right) \times 0.92 \right] + \left[\left(\frac{EIA_y - EIA_{py}}{EIA_{py}} \right) \times 0.08 \right] \right\} \times 0.80$$

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

where EIA_y = the average of the last 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Current Year;

where EIA_{py} = the average of the prior year's 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Prior Year.

Any adjustment due to changes in the Clark County Regional Disposal System charge (disposal fee) for Garbage shall be made effective on the date the new charge becomes effective and is actually charged to the Contractor, unless Exhibit D review and assumptions are made to adjust the City Fee either upward or downward for an interim period before rate adjustments can be adopted. Adjustments to Contractor rates or City Franchise Fees shall be calculated through the rate model detailed in Exhibit D and made in units of \$0.01, rounded to the nearest whole cent.

In the event the Director adds territory to the service area for collection, the City Fee shall be increased in accordance with section 3.1.2.3.

Other than as specifically provided herein, the Contractor shall not adjust or modify rates due to wage or benefit increases, fuel costs, changes in Organics processing fees (except as provided for in Section 4.4), Garbage collection service-level shifts, or on any basis other than disposal fee modifications, change of Organics processing location as mutually agreed to by the City, or CPI/Fuel Index fluctuations, and then only upon adoption of rates by City Council or otherwise approved in writing.

4.3.2 Changes in Disposal Fees, Extraordinary Organics Processing Fees or Recyclables Processing Fees

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in County adopted disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal fee applied to the disposal components included in Exhibit B of this Contract. Disposal fee changes shall be effective on the date of the County's implementation, provided that the Contractor has provided Customers 45-days notification. An example of rate modifications due to disposal fee changes is provided in Exhibit D.

In the event that the Organics processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 4.3.1, due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Organics processing costs.

In the event that the designated Processor for Recyclables collected under the Contract implements or makes periodic adjustments to a special tipping fee schedule (or per ton charge), in coordination with and/or at the direction of the Clark County Regional Disposal System, the Contractor may submit to the City a request to consider a compensating rate adjustment to pass through the increase or decrease to Customer rates. Revisions to the Curbside and/or Multifamily Recyclables Collection Rates must be pre-approved by the City on the basis of the most recent past annual or past 12 months data on average monthly household or unit set-out volumes. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Recyclables processing costs.

4.3.3 Changes in Disposal or Organics Processing Sites

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Recyclables or Organics processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The Contractor's rates pursuant to this Contract in such a case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is no longer able to find a processing site for all collected Organics, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected components of Organics, such as Food Scraps, from the Contract and the City and

the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Organics or the site that was originally used for processing Organics is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

4.3.4 New or Changes in Existing Taxes

If new municipal, County, regional, or Washington or Oregon State taxes or fees are imposed, the rates of existing taxes (excluding changes to the rates for federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract are imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. The Contractor's rates pursuant to this Contract in such a case shall be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollar (\$10,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment.

4.4 Change in Law Affecting the Waste Handling Industry

Except to the extent addressed otherwise in this Contract, changes in federal, State, or local laws or regulations that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, such approval not to be unreasonably withheld. If the City requires review of financial or other information in conducting its rate review under this provision, then, at the request of the Contractor, the City may retain a third-party to review such information at the Contractor's expense, taking whatever steps are reasonably feasible, appropriate and lawful to protect the Contractor documents identified as confidential and proprietary by the Contractor.

5. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees and Section 5.2 details default provisions and procedures.

5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits and/or investigations of Contractor performance to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, and following notice to the Contractor and City attempts to resolve performance issues with the Contractor, the City may present a documented incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City

agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Receptacles in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	Twice the cost of cleanup to the City, plus fifty dollars (\$50) per incident.
4	Observed leakage or spillage by City from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Receptacle within one business day of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Receptacle is not replaced.
6	Failure to collect missed materials within one (1) business day after customer notification.	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following business day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Organics in clearly identified Receptacles, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Organics without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Receptacles, including instructional materials and proper stickers, within three (3) days of	One hundred dollars (\$100) per incident.

	Action or Omission	Performance fees
	request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	
11	Failure to deliver Garbage, Recyclables or Organics Receptacles, including instructional materials and proper stickers, within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Material misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required reports on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Receptacles.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the customer service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Landfilling or incineration of uncontaminated source-separated Organics or Recyclables without the prior express permission of the City.	One thousand dollars (\$1,000) per incident.
19	Failure to provide quality of performance required on a route after notification to correct performance factors such as spilling, crossing planting areas, reoccurring missed Customer collections or other similar violations.	\$25 per incident to a maximum of \$250 per day per truck.
20	Use of Contract vehicles for non-Contract work without the prior express permission of the City.	Five thousand dollars (\$5,000) per route per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Receptacles at Customer locations.	Fifty dollars (\$50) per Receptacle.
24	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and

1 breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate
2 this Contract as described in Section 5.2.

3
4 Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the
5 Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days
6 of billing, except to the extent that Contractor disputes the invoiced amounts in good faith and appeals
7 the invoiced amounts in accordance with the paragraph below. Failure to pay performance fees shall be
8 considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent per month
9 of the amount of any delinquent payments.

10
11 Any performance fees assessed against the Contractor may be appealed by the Contractor to the City
12 within ten (10) days of being invoiced for assessed performance fees. If not appealed within ten (10)
13 days, the Contractor waives its right to appeal the assessed performance fees. The Contractor shall be
14 allowed to present evidence as to why the amount of the assessed performance fees should be lessened
15 or eliminated, including the provision of incorrect information provided by a previous contractor for
16 contract failures during the initial transition period.

17
18 The Parties must attempt to resolve an appeal of assessed performance fees using the Dispute
19 Resolution procedures outlined in Section 7.17; except that in the event neither good faith negotiations
20 nor non-binding mediation resolves the dispute, the disagreement concerning performance fees shall be
21 conclusively settled by arbitration under the laws of the State of Washington, in accordance with this
22 section and, when not prescribed herein, in accordance with the Commercial Arbitration Rules of the
23 American Arbitration Association. Contractor shall have ten (10) days from the date of mediation to
24 initiate the arbitration proceedings by filing a Demand for Arbitration in accordance with the applicable
25 rules and mailing notice of the same to the City. If Contractor does not initiate arbitration proceedings
26 within the time allowed by this Section, Contractor waives its right to further contest the assessed
27 performance fees. The arbitration hearing shall be held in Clark County, Washington, unless all parties
28 agree otherwise. The Contractor shall be required to pay the City the amount of assessed performance
29 fees as determined appropriate within thirty (30) days following resolution of the appeal.

30 31 **5.2 Contract Default**

32
33 The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In
34 addition, the Contractor shall be in default of the Contract should any of the following occur, including,
35 but not limited to:

- 36
37 1. The Contractor fails to commence the collection of Garbage, Recyclables, or Organics, or fails to
38 provide any portion of service under the Contract on the Date of Commencement of Service, or
39 for a period of more than five (5) consecutive days at any time during the term of this Contract,
40 except as provided pursuant to Section 3.1.20;
- 41
42 2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license
43 required by the City, County, or any federal, State, or other regulatory body in order to collect
44 materials under this Contract, or comply with any environmental standards and regulations;
- 45
46 3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
- 47

4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees pursuant to Section 5.1 in excess of twenty-five thousand dollars (\$25,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 3.1.19.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract effective immediately.

If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments

1 for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default and for
2 all costs incurred by the City as a result of the Contractor's default.

3
4 If the City employees provide Garbage, Recyclables or Organics collection, the actual incremental costs
5 of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the
6 surety on the Contractor's performance bond.

7 8 9 **6. NOTICES**

10
11 All notices required or contemplated by this Contract shall be in writing and personally served or mailed
12 (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by
13 the City or the Contractor:

14
15 To the City:

16 **Public Works Director**
17 **City of Vancouver**
18 **PO Box 1995**
19 **Vancouver, WA 98668-1995**
20 **(360) 487-7130**

21
22 To Contractor:

23 **Jason Hudson**
24 **Division Vice President**
25 **Waste Connections of Washington, Inc.**
26 **12115 NE 99th Street Suite 1830**
27 **Vancouver, WA 98682**
28 **(360) 944-2374**

29
30
31 Copies to:

32 Robert Cloninger
33 Vice President
34 Waste Connections Inc.
35 3 Waterway Square Place Suite 110
36 The Woodlands, TX 77380

37 Solid Waste Supervisor
38 City of Vancouver
39 PO Box 1995
40 Vancouver, WA 98660

41 42 43 **7. GENERAL TERMS**

44 45 **7.1 Collection Right** 46

1 Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall
2 contract to collect Garbage, Organics and Recyclables placed in designated Receptacles and set out in
3 the regular collection locations within the City Service Area. The City, by ordinance or other regulation,
4 or by other effective means, will make unlawful the provision by any third party of any of the services to
5 which the Contractor has the right by this Contract to be the exclusive provider. When asked by the
6 Contractor, the City shall make a good faith effort to protect the rights of the Contractor under this
7 Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of
8 litigation to protect the rights of the Contractor unless the City's institution of or joinder in such
9 litigation is necessary for the protection of such rights. The Contractor may independently enforce its
10 rights under this Contract against third party violators, including, but not limited to, seeking injunctive
11 relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the
12 Contractor (without obligating the City to join any such litigation, except for as provided in this
13 paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with
14 documenting violations, and other activities as City staff time reasonably allows.

15
16 This Contract provision shall not apply to Garbage, Recyclables, or Organics self-hauled by the
17 generator; to Source-separated materials other than Food Scraps hauled by common or private carriers
18 (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or
19 construction or demolition contractors in the normal course of their business.

20 21 **7.2 Access to Records**

22
23 The Contractor shall maintain in its local office full and complete operations, Customer, financial, and
24 service records that at any reasonable time shall be open for inspection and copying for any reasonable
25 purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)
26 years thereafter, maintain in an office in Clark County reporting records and billing records pertaining to
27 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting
28 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but
29 shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional
30 and deleted services provided under this Contract. The City shall be allowed access to these records for
31 audit and review purposes, subject to the same protections of the Contractor's financial or other
32 proprietary information set forth in Section 4.3.

33
34 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and
35 Organics on request within two (2) business days of the request. The weight slips may be requested for
36 any period during the Term of this Contract.

37 38 **7.3 Insurance**

39
40 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or
41 exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The
42 cost of such insurance, including any deductibles, shall be paid by the Contractor. All policies except the
43 cyber/E&O shall be written on an occurrence form.

44
45 Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the
46 liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's
47 recourse to any remedy available at law or in equity.

Limits may be achieved through the use of primary and umbrella and/or excess limits.

7.3.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City, its officials, employees, and volunteers. The City, its officials, employees, and volunteers shall be named as an additional insured, and the policy shall be endorsed to be primary and non-contributory to any policy held by the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Defense costs must be outside the limit of liability, and punitive damages must not be excluded (if permitted by law). There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City, its officials, employees, and volunteers shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage, and the policy shall be primary and non-contributory to any policy held by the City. The policy shall include a waiver of subrogation in favor of the City, its officials, employees, and volunteers.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The policy must include a waiver of subrogation in favor of The City, its officials, employees, and volunteers if permitted by law.
4. Employer's Liability (or Stop Gap) must include a waiver of subrogation in favor of The City, its officials, employees, and volunteers if permitted by law.
5. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The policy shall include an Emergency Response Cost coverage as a separate provision. The policy shall include a waiver of subrogation in favor of the City, its officials, employees, and volunteers. The City, its officials, employees, and volunteers shall be named as an additional insured, and the policy shall be endorsed to be primary and non-contributory to any policy held by the City.

- 1 6. E&O/Professional Liability and Cyber insurance for claims arising from errors, omissions, or
2 negligent acts in rendering or failing to render services and products. Policy(ies) shall also
3 include coverage for (1) loss or disclosure of confidential information no matter how it occurs (2)
4 transmission of computer viruses, Trojan horses, worms and any other type of malicious or
5 damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a
6 person, whether identified or not, to affect, alter, copy, corrupt, delete, disrupt, or destroy a
7 computer system or to steal or take electronic data (4) denial of Service for which the Insured is
8 responsible that results in the degradation of or loss of access to internet or network activities
9 or normal use of a computer system. (5) Loss of Service for which the Insured is responsible that
10 results in the inability of a third party, who is authorized to do so, to gain access to a computer
11 system and conduct normal internet or network activities (6) Access to a computer system or
12 computer system resources by an unauthorized person or persons or an authorized person in an
13 unauthorized manner. If the E&O/Professional Liability and Cyber policy is claims made, it must
14 have a retro date prior to the start of the Agreement, and coverage must remain in force for six
15 (6) years after completion of the service. If not, a six (6) year tail must be purchased.

17 **7.3.2 Minimum Amounts of Insurance**

18 Contractor shall maintain at a minimum the following insurance limits:

- 19
20
21 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and
22 property damage of twenty - five million dollars (\$25,000,000) for each accident.
23
24 2. Commercial General Liability insurance shall be written with limits no less than ten million
25 dollars (\$10,000,000) for each occurrence, ten million dollars (\$10,000,000) general aggregate,
26 and a ten million dollar (\$10,000,000) products-completed operations aggregate limit.
27
28 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
29 Washington.
30
31 4. Employer's Liability (or Stop Gap) in an amount not less than with limits of no less than
32 \$1,000,000 bodily injury by accident/each accident; \$1,000,000 bodily injury by disease/ policy
33 limit; \$1,000,000 bodily injury by disease/each employee.
34
35 5. Contractor's Pollution Liability insurance shall be written with limits no less than ten million
36 dollars (\$10,000,000) combined single limit for each pollution condition for bodily injury,
37 personal injury, property damage, cleanup costs, and legal defense expense.
38
39 6. E&O/Professional Liability and Cyber with limits of no less than five million dollars (\$5,000,000)
40 aggregate.
41

42 **7.3.3 Other Insurance Provisions**

43 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 44
45
46 1. The Contractor's Automobile Liability, Commercial General Liability, and Contractor's Pollution
47 Liability insurance coverage shall be the primary insurance with respect to the City, its officials,

employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, and volunteers shall be named additional insured's on the Contractor's insurance policy.

2. Coverage shall state that the Contractor's Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability 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. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately on receipt of insurers' notification to that effect. Additionally, the City shall be notified of any reduction of limits or material change to the required policies.

7.3.4 Acceptability of Insurers

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

7.3.5 Verification of Coverage

The Contractor shall furnish the City's Risk Manager and City Attorney Department with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract. Failure of the City to obtain the certificate of insurance shall not relieve Consultant from the obligation to purchase such coverage.

7.3.6 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's insurance policy.

7.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, issued by a company that is authorized to transact surety business in the State of Washington, is named on the current list of approved surety companies acceptable on federal bonds, and which carries an "A" rating, or other similar instrument acceptable to and approved in writing by the City in the amount of four million dollars (\$4,000,000). The Performance and Payment Bond or similar instrument must guarantee that the Contractor's obligations are fully satisfied under this Contract in the event of the Contractor's default, as provided under Section 5.2 of this Contract. The Contractor shall provide proof that the Bond or other similar instrument has been issued before commencing work

under this Contract. The Bond or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

The Contractor, its officers, employees, volunteers and agents, shall indemnify, hold harmless and defend the City, its officers, employees, volunteers and agents, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees, related to injuries, sickness or the death of any person, or damage to or destruction of any property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively, "Claims") arising out of, in connection with, or incident to the work and services performed by Contractor under this Contract; provided, however, that:

1. The Contractor's obligation to indemnify, hold harmless and defend shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the City; and
2. In the event of joint or concurrent gross negligence on the part of Contractor and the City, Contractor's obligation to indemnify shall be limited to its proportionate share of such gross negligence; and
3. It is specifically and expressly understood and agreed that the indemnification obligations of the Contractor hereunder constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes hereunder.

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the prior written approval of the Contractor. The City shall be entitled to fully participate with the Contractor in its defense of the City. The City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in enforcing Section 7.5. In the event that a court of competent jurisdiction determines that this Contract is subject to the provisions of RCW 4.24.115, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

7.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof prepared in performance of this Contract (the "documents") and maintained or used by the City may be public records subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, the City will provide prompt notice of the same to the Contractor and thereafter exercise its best efforts, consistent with the requirement of the Public Records Act, to give the Contractor the opportunity to seek injunctive relief, if so desired. The City assumes no contractual obligation to enforce any exemption.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

7.7.2 Assignment, Subcontracting, Delegation of Duties

Except as expressly allowed in this Contract, the Contractor shall not assign or sub-contract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the City's sole discretion. The Contractor may assign or sub-contract the following services and/or duties without the written approval of the City: purchasing of vehicles, part, fuels, and other general supplies.

In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For the purposes of this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

7.7.3 Change of Trade Name

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall designate to the City the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or

1 colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the
2 terms of this section shall result in penalties assessed against the Contractor in accordance with Section
3 5.1.

4 5 **7.8 Laws to Govern/Venue**

6
7 This Contract shall be governed by the laws of the State of Washington both as to interpretation and
8 performance. Venue shall be in Superior Court in the State of Washington for Clark County, located in
9 Vancouver.

10 11 **7.9 Compliance with Applicable Laws and Regulations**

12
13 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to
14 the work to be done under this Contract. Any violation of the provisions of this section shall be
15 considered a violation of a material provision of this Contract and shall be grounds for cancellation,
16 termination, or suspension of the Contract by the City, and may result in ineligibility for further work for
17 the City.

18
19 The Contractor agrees not to discriminate against any employee or applicant for employment or any
20 other persons in the performance of this Contract because of race, religion, creed, color, national origin,
21 marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by
22 federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without
23 limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal
24 Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor
25 agrees to post in conspicuous places, available to employees and applicants for employment, notices to
26 be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

27
28 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial
29 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from
30 time-to-time must be complied with, including ergonomic and repetitive motion requirements. The
31 Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for
32 the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also
33 responsible for meeting all local, state, and federal health and environmental regulations and standards
34 applying to the operation of the collection and processing systems used in the performance of this
35 Contract.

36
37 The Contractor is specifically directed to observe all weight-related laws and regulations in the
38 performance of these services, including axle bridging and loading requirements.

39 40 **7.10 Permits and Licenses**

41
42 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied
43 by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary
44 to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

45
46 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not
47 limited to, license fees and all federal, state, regional, County, and local taxes and fees, including income

1 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all
2 persons, facilities, property, income, equipment, materials, supplies, or activities related to the
3 Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and
4 unemployment benefits.

6 **7.11 Relationship of Parties**

7
8 The City and Contractor intend that an independent contractor relationship shall be created by this
9 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee,
10 servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or
11 representative of the City.

13 **7.12 Bankruptcy**

14
15 It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case,
16 either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option
17 of the City, may be terminated effective on the day and at the time the order for relief is entered.

19 **7.13 Right to Renegotiate/Amend**

20
21 The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its
22 discretion or based on policy changes, state statutory changes, or County rule changes, Washington
23 State, or federal regulations regarding issues that materially modify the terms and conditions of the
24 Contract, including but not limited to any modifications to contracting terms or policies as they relate to
25 County disposal services the City may also renegotiate this Contract should any Washington State,
26 County, or City rate or fee associated with the Contract be held illegal or any increase thereof be
27 rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the
28 event the City wishes to change disposal locations or add additional services or developments, such as
29 those identified through a pilot program under Section 3.1.17, to the Contract and to provide full
30 disclosure of existing and proposed costs and operational impacts of any proposed changes.

31
32 This Contract may be amended, altered, or modified only by a written amendment or addendum
33 executed by authorized representatives of the City and the Contractor.
34

7.14 Force Majeure

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform or subject to performance fees under this Contract if Contractor's performance is prevented or delayed by Acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence, including, but not limited to, inability to access a Receptacle ("Force Majeure"). 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 following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 3.1.7.

7.15 Severability

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

7.16 Waiver

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

1 **7.17 Dispute Resolution**

2
3 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by
4 good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all
5 Services included in this Contract. Disputes not resolved in accordance with other provisions of this
6 Contract or through good faith discussions shall be submitted to non-binding mediation before a
7 mediator selected from a list of mediators acceptable to both the City and the Contractor. The mediator
8 fees shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior
9 to making good faith efforts to complete non-binding mediation.

10
11 **7.18 Entirety**

12
13 This Contract and the Exhibits affixed hereto are herein incorporated by reference and represent the
14 entire agreement or contract terms between the City and the Contractor with respect to the services to
15 be provided under this Contract. No prior written or oral statement or proposal shall alter any term or
16 provision of this Contract.

17
18 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

19
20 WASTE CONNECTIONS OF WASHINGTON, INC.

CITY OF VANCOUVER

21
22
23 By _____
24 Dan Schooler, Region Vice President

By _____
Eric Holmes, City Manager

25
26 Approved as to Form:

27
28 By _____
29 E. Bronson Potter, Vancouver City Attorney

30
31
32 Attest:

33
34
35 _____
36 Natasha Ramras, City Clerk

1	Exhibits
2	
3	Exhibit A: Service Area
4	Exhibit B: Contractor Rates
5	Exhibit C: Recyclables List
6	Exhibit D: Rate Model
7	Exhibit E: Initial Year Contamination Reduction Plan
8	Exhibit F: City Facility List

Exhibit A Service Area

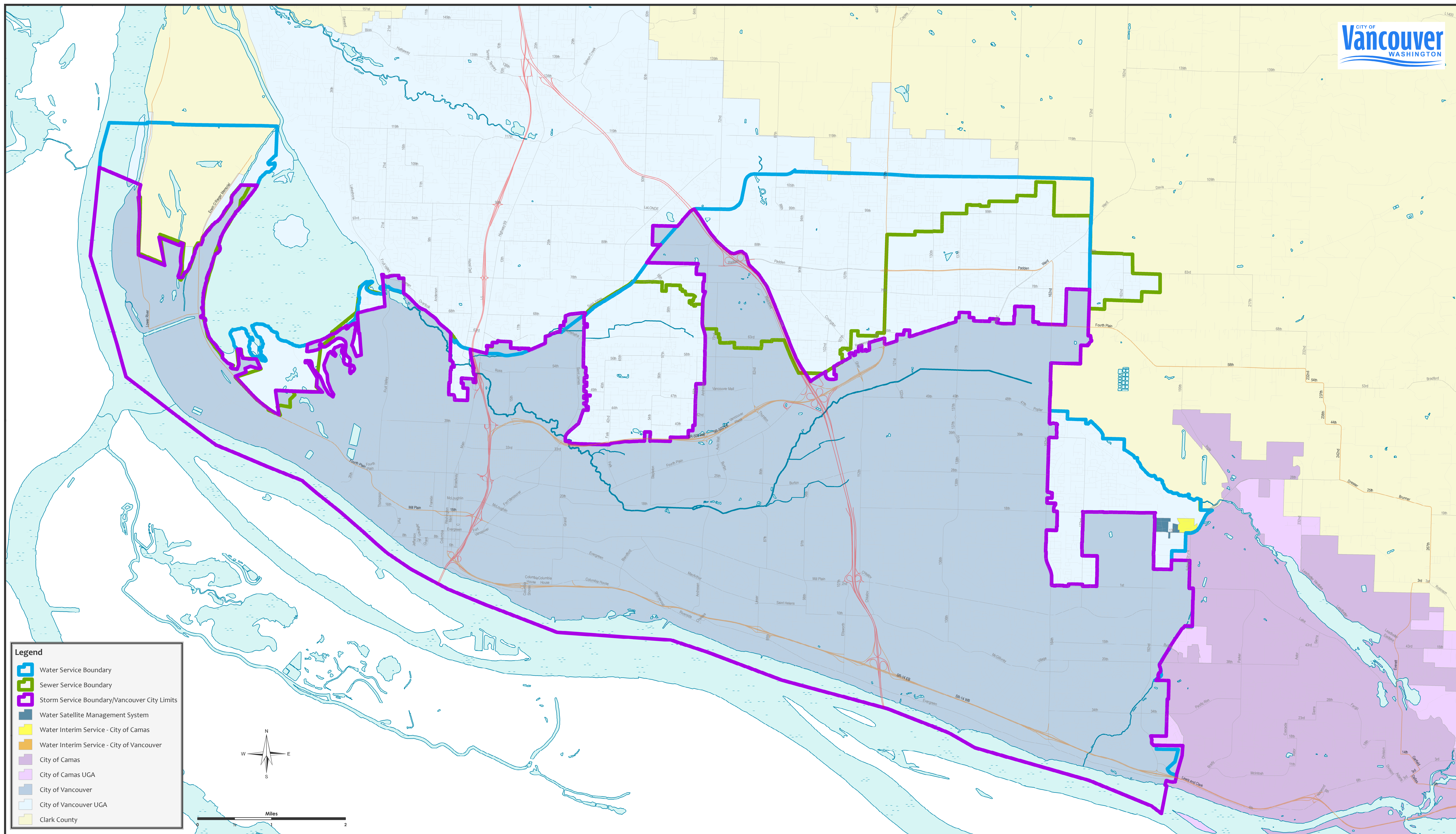


Exhibit B - Contractor Rates

SUMMARY OF PROPOSED SOLID WASTE COLLECTION RATES for 4/1/19 as compared to rates in effect since 1/1/19 (3 pages)

Available Service Levels		Monthly Charge		
		Jan-19	Apr-19	Change
Residential/Multifamily Curb Service (VMC 6.12.208)				
32-gallon cart service				
A	weekly collection	\$19.22	\$19.22	0.0%
	each additional	\$19.22	\$19.22	0.0%
	every other week collection	\$14.42	\$14.42	0.0%
	each additional can	\$14.42	\$14.42	0.0%
	once per month collection	\$8.65	\$8.65	0.0%
64-gallon cart service				
	weekly collection	\$38.44	\$38.44	0.0%
	each additional	\$38.44	\$38.44	0.0%
	every other week collection	\$19.22	\$19.22	0.0%
96-gallon cart service				
	weekly collection	\$57.66	\$57.66	0.0%
	every other week collection	\$14.42	\$14.42	0.0%
20-gallon cart service				
	weekly collection	\$11.53	\$11.53	0.0%
	every other week collection	\$11.53	\$11.53	0.0%
Residential Carryout Service				
32-gallon cart service				
	weekly collection	\$28.83	\$28.83	0.0%
	each additional cart	\$28.83	\$28.83	0.0%
	every other week collection	\$21.63	\$21.63	0.0%
	each additional cart	\$21.63	\$21.63	0.0%
	once per month collection	\$12.98	\$12.98	0.0%
64-gallon cart service				
	weekly collection	\$48.05	\$48.05	0.0%
	every other week collection	\$40.85	\$40.85	0.0%
96-gallon cart service				
	weekly collection	\$67.27	\$67.27	0.0%
	every other week collection	\$21.63	\$21.63	0.0%
20-gallon cart service				
	weekly collection	\$17.30	\$17.30	0.0%
	every other week collection	\$17.30	\$17.30	0.0%
Residential Special/Optional Services				
Extra Cart (32-gallon equivalent)				
	Curb (per pick-up)	\$7.56	\$7.56	0.0%
	Carryout (per pick-up)	\$11.34	\$11.34	0.0%
	Return Trip fee	\$11.15	\$11.15	0.0%
Overweight/overfilled can				
Cart replacement fee				
Cart Delivery, Initial				
	Cart Delivery, Subsequent	\$0.00	\$0.00	0.0%
		\$13.86	\$13.86	0.0%
Residential Recycling & Yard Debris Collection (VMC 6.12.213)				
B	Single Family EOW Curbside	\$3.01	\$3.20	6.3%
	B' Recyl Procesng Surcharge	NEW	\$1.77	
	Multi-Family (per unit/month)	\$1.29	\$1.29	0.0%
	Recyl Procesng Surcharge	NEW	\$0.78	
C Yard Debris Collection Service (every other week by subscription)				
	Basic subscription 64-gal.	\$7.43	\$7.43	0.0%
	1st additional 32-gal can	\$0.00	\$0.00	0.0%
	Additional 32-gal per pickup	\$3.39	\$3.39	0.0%
	Service restart fee (<1yr)	\$10.39	\$10.39	0.0%
	On-call/No Cart (per pickup)	\$5.67	\$5.67	0.0%
	Optional 64-gal Cart Rental	\$1.72	\$1.72	0.0%
Cart replacement fee				
Cart delivery fee, initial				
	Cart delivery, subsequent	\$0.00	\$0.00	0.0%
		\$13.86	\$13.86	0.0%
	32-gallon Wheeled-cart rent	\$1.69	\$1.69	delete
				see 64-gal

Assumes
3/1/19
effective
date

Page 3
Provides
NEW
Organics
Fees

Standard Service Level for Residential Customers (A + B)				Added:
A	32-Gallon Weekly Garbage	\$19.22	\$19.22	\$0.00
B	Single Family Curbside B + B'	\$3.01	\$4.97	\$1.96
C	Yard Debris Collection (Subscribe)	\$7.43	\$7.43	\$0.00
TOTAL A + B (+B')		\$22.23	\$24.19	\$1.96
TOTAL A + B + C (w/ YD)		\$29.66	\$31.62	\$1.96

\$X.XX Shaded values indicate PROPOSED changes based on NEW contract and Clark Co. Processing Fee. These changes will be reviewed by Vancouver City Council:

First Reading: 2/11/19
Second Reading/Public Hearing: 2/25/19

The majority of new fees are expected to remain unchanged through 2019, unless noted (until January 2020).

Questions on the rate changes may be addressed to Tanya Gray (487-7163)

Available Service Levels		Monthly Charge		
		Jan-19	Apr-19	Change
Commercial Curb Service (VMC 6.12.209)				
32-gallon cart service				
weekly collection		\$21.37	\$21.37	0.0%
each additional cart		\$21.37	\$21.37	0.0%
every other week collection		\$16.03	\$16.03	0.0%
each additional can		\$16.03	\$16.03	0.0%
once per month collection		\$9.62	\$9.62	0.0%
64-gallon cart service				
weekly collection		\$42.74	\$42.74	0.0%
every other week collection		\$21.37	\$21.37	0.0%
96-gallon cart service				
weekly collection		\$64.11	\$64.11	0.0%
20-gallon cart collection				
weekly collection		\$16.03	\$16.03	0.0%
every other week collection		\$12.82	\$12.82	0.0%
Commercial Carryout Service				
32-gallon cart service				
weekly collection		\$32.06	\$32.06	0.0%
each additional can		\$32.06	\$32.06	0.0%
every other week collection		\$24.05	\$24.05	0.0%
each additional can		\$24.05	\$24.05	0.0%
once per month collection		\$14.43	\$14.43	0.0%
64-gallon cart service				
weekly collection		\$53.43	\$53.43	0.0%
every other week collection		\$32.06	\$32.06	0.0%
96-gallon cart service				
weekly collection		\$74.80	\$74.80	0.0%
20-gallon cart service				
weekly collection		\$24.05	\$24.05	0.0%
every other week collection		\$19.23	\$19.23	0.0%
Commercial Special/Optional Services				
Extra Cart (32-gallon equivalent)				
Curb (per pick-up)		\$8.38	\$8.38	0.0%
Carryout (per pick-up)		\$12.63	\$12.63	0.0%
Return Trip fee		\$11.15	\$11.15	0.0%
Overweight/overfilled cart				
Cart replacement fee				
Cart Delivery, Initial		\$0.00	\$0.00	
Cart Delivery, Subsequent		\$13.95	\$13.95	0.0%
Container (Commercial) Special Services (VMC 6.12.210)				
Special Pickup - yard rate X yards + return trip charge				
One Time Delivery/Pickup/Disposal				
of 3-yard "Rent-A-Bin"		\$167.18	\$167.18	0.0%
Additional "Rent-A-Bin"		\$103.60	\$103.60	0.0%
Return Trip fee		\$16.33	\$16.33	0.0%
Lock Charge (automatic system)		\$0.00	\$0.00	
Lock Charge (manual system)		\$2.61	\$2.61	0.0%
Subsequent Deliveries/Moves				
Replacements (per trip)		\$29.73	\$29.73	0.0%
Accessibility Charge		\$3.71	\$3.71	0.0%
Rollout Charge (per collection)				
Greater than 15 feet		\$3.71	\$3.71	0.0%
Greater than 20 feet		\$5.95	\$5.95	0.0%
Steam Cleaning (requested)		\$44.58	\$44.58	0.0%
Overfilled/Extra Yardage (portion)		\$16.69	\$16.69	0.0%
Other Garbage Rates (Bulky Items and Hourly - VMC 6.12.212)				
Stove				
		\$16.67	\$16.67	0.0%
Washing Machine				
		\$18.24	\$18.24	0.0%
Dryer				
		\$15.10	\$15.10	0.0%
Water Heater				
		\$18.54	\$18.54	0.0%
Refrigerator, Freezer				
		\$30.15	\$30.15	0.0%
Sofa				
		\$15.10	\$15.10	0.0%
Chair				
		\$12.05	\$12.05	0.0%
Mattress or Box Springs				
		\$13.64	\$13.64	0.0%
Tires				
	auto light pickup	\$7.18	\$7.18	0.0%
	with rim	\$11.11	\$11.11	0.0%
	bus/heavy truck	\$22.52	\$22.52	0.0%
	with rim	\$37.15	\$37.15	0.0%
Other Bulky Items				
		\$15.88	\$15.88	0.0%
Hourly Equipment Rental				
	Sideloaded compactor	\$101.01	\$101.01	0.0%
	Rolloff truck	\$104.03	\$104.03	0.0%
	Extra labor	\$46.06	\$46.06	0.0%
	Overtime rate	Extra labor rate X 1.5		

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Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.24	0.0%
twice per week collection	\$262.48	\$262.48	0.0%
three collections/week	\$393.72	\$393.72	0.0%
four collections/week	\$524.96	\$524.96	0.0%
five collections/week	\$656.20	\$656.20	0.0%
six collections/week	\$787.44	\$787.44	0.0%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$164.05	\$164.05	0.0%
twice per week collection	\$328.10	\$328.10	0.0%
three collections/week	\$492.15	\$492.15	0.0%
four collections/week	\$656.20	\$656.20	0.0%
five collections/week	\$820.25	\$820.25	0.0%
six collections/week	\$984.30	\$984.30	0.0%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$196.86	\$196.86	0.0%
twice per week collection	\$393.72	\$393.72	0.0%
three collections/week	\$590.58	\$590.58	0.0%
four collections/week	\$787.44	\$787.44	0.0%
five collections/week	\$984.30	\$984.30	0.0%
six collections/week	\$1,181.16	\$1,181.16	0.0%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$262.48	\$262.48	0.0%
twice per week collection	\$524.96	\$524.96	0.0%
three collections/week	\$787.44	\$787.44	0.0%
four collections/week	\$1,049.92	\$1,049.92	0.0%
five collections/week	\$1,312.40	\$1,312.40	0.0%
six collections/week	\$1,574.88	\$1,574.88	0.0%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$328.10	\$328.10	0.0%
twice per week collection	\$656.20	\$656.20	0.0%
three collections/week	\$984.30	\$984.30	0.0%
four collections/week	\$1,312.40	\$1,312.40	0.0%
five collections/week	\$1,640.50	\$1,640.50	0.0%
six collections/week	\$1,968.60	\$1,968.60	0.0%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$393.72	\$393.72	0.0%
twice per week collection	\$787.44	\$787.44	0.0%
three collections/week	\$1,181.16	\$1,181.16	0.0%
four collections/week	\$1,574.88	\$1,574.88	0.0%
five collections/week	\$1,968.60	\$1,968.60	0.0%
six collections/week	\$2,362.32	\$2,362.32	0.0%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$459.34	\$459.34	0.0%
twice per week collection	\$918.68	\$918.68	0.0%
three collections/week	\$1,378.02	\$1,378.02	0.0%
four collections/week	\$1,837.36	\$1,837.36	0.0%
five collections/week	\$2,296.70	\$2,296.70	0.0%
six collections/week	\$2,756.04	\$2,756.04	0.0%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$590.58	\$590.58	0.0%
twice per week collection	\$1,181.16	\$1,181.16	0.0%
three collections/week	\$1,771.74	\$1,771.74	0.0%
four collections/week	\$2,362.32	\$2,362.32	0.0%
five collections/week	\$2,952.90	\$2,952.90	0.0%
six collections/week	\$3,543.48	\$3,543.48	0.0%

Page 3
Provides
NEW Space
Saver Rates
&
Seven
Collections
/ per week
Rates

Drop Box and Compactor Services (VMC 6.12.211)

Regular Service (pass through amount of tipping fee and transaction fee taxes)

Initial Placement (per trip)	\$37.12	\$37.12	0.0%
Moving Fee (per trip)	\$37.12	\$37.12	0.0%
Steam Clean (per yard)	\$4.00	\$4.00	0.0%
Minimum (Plus P/R)	\$38.86	\$38.86	0.0%
Box placement/move onsite	\$37.12	\$37.12	0.0%
Daily Demurrage	\$3.47	\$3.47	0.0%
Monthly Demurrage (Max.)	\$104.54	\$104.54	0.0%
Special/Modified Box Rent			
(lid,scrn,winch/day)	\$4.98	\$4.98	0.0%
monthly maximum	\$149.98	\$149.98	0.0%
Waiting Time (per minute)	\$1.76	\$1.76	0.0%
Mileage Charge (over 10/mi)	\$3.22	\$3.22	0.0%
Locking System (materials			
plus labor @: per hr)	\$37.12	\$37.12	0.0%
"Check Only" (per check)	\$11.13	\$11.13	0.0%
Return Trip Charge	\$29.73	\$29.73	0.0%

Tipping Fee at Columbia Resources Transfer Stations

Municipal Solid Waste (\$/ ton)	\$95.71	\$95.71	0.0%
Drop Box Waste (\$/ ton)	\$84.98	\$84.98	0.0%
Plus - Transaction Fee (per load)	\$10.00	\$10.00	0.0%

Tipping
Fees are set
by Clark
County.

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$294.57	\$294.57	0.0%
twice per week collection	\$589.14	\$589.14	0.0%
three collections/week	\$883.71	\$883.71	0.0%
four collections/week	\$1,178.28	\$1,178.28	0.0%
five collections/week	\$1,472.85	\$1,472.85	0.0%
six collections/week	\$1,767.42	\$1,767.42	0.0%
1.5 Yard Container (includes disposal)			
once per week collection	\$368.21	\$368.21	0.0%
twice per week collection	\$736.43	\$736.43	0.0%
three collections/week	\$1,104.64	\$1,104.64	0.0%
four collections/week	\$1,472.85	\$1,472.85	0.0%
five collections/week	\$1,841.06	\$1,841.06	0.0%
six collections/week	\$2,209.28	\$2,209.28	0.0%
Two Yard Container (includes disposal)			
once per week collection	\$441.86	\$441.86	0.0%
twice per week collection	\$883.71	\$883.71	0.0%
three collections/week	\$1,325.57	\$1,325.57	0.0%
four collections/week	\$1,767.42	\$1,767.42	0.0%
five collections/week	\$2,209.28	\$2,209.28	0.0%
six collections/week	\$2,651.13	\$2,651.13	0.0%
Three Yard Container (includes disposal)			
once per week collection	\$589.14	\$589.14	0.0%
twice per week collection	\$1,178.28	\$1,178.28	0.0%
three collections/week	\$1,767.42	\$1,767.42	0.0%
four collections/week	\$2,356.56	\$2,356.56	0.0%
five collections/week	\$2,945.70	\$2,945.70	0.0%
six collections/week	\$3,534.84	\$3,534.84	0.0%
Four Yard Container (includes disposal)			
once per week collection	\$736.43	\$736.43	0.0%
twice per week collection	\$1,472.85	\$1,472.85	0.0%
three collections/week	\$2,209.28	\$2,209.28	0.0%
four collections/week	\$2,945.70	\$2,945.70	0.0%
five collections/week	\$3,682.13	\$3,682.13	0.0%
six collections/week	\$4,418.55	\$4,418.55	0.0%
Five Yard Container (includes disposal)			
once per week collection	\$883.71	\$883.71	0.0%
twice per week collection	\$1,767.42	\$1,767.42	0.0%
three collections/week	\$2,651.13	\$2,651.13	0.0%
four collections/week	\$3,534.84	\$3,534.84	0.0%
five collections/week	\$4,418.55	\$4,418.55	0.0%
six collections/week	\$5,302.26	\$5,302.26	0.0%
Six Yard Container (includes disposal)			
once per week collection	\$1,031.00	\$1,031.00	0.0%
twice per week collection	\$2,061.99	\$2,061.99	0.0%
three collections/week	\$3,092.99	\$3,092.99	0.0%
four collections/week	\$4,123.98	\$4,123.98	0.0%
five collections/week	\$5,154.98	\$5,154.98	0.0%
six collections/week	\$6,185.97	\$6,185.97	0.0%
Eight Yard Container (includes disposal)			
once per week collection	\$1,325.57	\$1,325.57	0.0%
twice per week collection	\$2,651.13	\$2,651.13	0.0%
three collections/week	\$3,976.70	\$3,976.70	0.0%
four collections/week	\$5,302.26	\$5,302.26	0.0%
five collections/week	\$6,627.83	\$6,627.83	0.0%
six collections/week	\$7,953.39	\$7,953.39	0.0%

Drop Box Trucking Fee (empty & return - roundtrip - VMC 6.12.211)

10-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
20-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
30-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
40-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%

Page 3
Provides
NEW
Organics
Hauling
Drop Box
Rates

Disposal Fees: (pass through of tipping fee, transaction fee & taxes)

See box at left

Yard Debris Fees: (pass through at current material processing rate)

Other Divertable Materials accepted at local transfer stations:
(pass through at current disposal fee or processing rate)

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**NEW RATES for 4/1/19 (or later in 2019)
In Association with New Collection Contract &
Clark County Processing Fee**

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change

Commercial Container Service (Non Compacted - VMC 6.12.210)

One Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$918.68	
1.5 Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,148.35	
Two Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,378.02	
Three Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,837.36	
Four Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$2,296.70	
Five Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$2,756.04	
Six Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$3,215.38	
Eight Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$4,134.06	

*
Note: For
Space Saver
"Change"
Column, the
indicated
percent is the
savings over
the Regular
Container
Rate for that
service level

Commercial Compactor Container Service (VMC 6.12.210)

One Yard Container (includes disposal)			
seven collections/week	NEW	\$2,061.99	
1.5 Yard Container (includes disposal)			
seven collections/week	NEW	\$2,577.49	
Two Yard Container (includes disposal)			
seven collections/week	NEW	\$3,092.99	
Three Yard Container (includes disposal)			
seven collections/week	NEW	\$4,123.98	
Four Yard Container (includes disposal)			
seven collections/week	NEW	\$5,154.98	
Five Yard Container (includes disposal)			
seven collections/week	NEW	\$6,185.97	
Six Yard Container (includes disposal)			
seven collections/week	NEW	\$7,216.97	
Eight Yard Container (includes disposal)			
seven collections/week	NEW	\$9,278.96	

Available Service Levels	Monthly Charge		
	Jan-19	Jan-20	Change

Commercial Container Service (Non Compacted - VMC 6.12.210)

One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.90	0.5%

Commercial Compactor Container Service (VMC 6.12.210)

One Yard Container (includes disposal)			
once per week collection	\$294.57	\$296.04	0.5%

**** Note:** As a consequence of offering new "Space Saver" rates, all other commercial container rates will increase 0.5% (before CPI/fuel/tip fee/etc. adjustments) for 2020 - this increment of increase will apply to all scheduled container service levels in VMC 6.12.210

Residential Recycling & Residential/Commercial ORGANICS Fees (VMC 6.12.213)

Available Service Levels	Monthly Charge		
	Jan-19	Oct-19	Change
Single Family EOW Curbside	\$3.01	\$3.20	6.3%
B' Recyl Procesng Surcharge	NEW	\$1.77	
Multi-Family (per unit/month)	\$1.29	\$1.29	0.0%
Recyl Procesng Surcharge	NEW	\$0.78	

Curbside &
Multi-family
recycling
rates also
shown with
garbage on
page 1

ORGANICS Collection Service (every other week by subscription)

Residential Subscription Options (Every Other Week - EOW by subscription):

Basic subscription 96-gal.	\$7.43	\$7.43	0.0%
64-gallon (EOW)	NEW	\$6.43	
32-gallon (EOW)	NEW	\$5.43	
20-gallon (EOW)	NEW	\$4.43	
On-call/No Cart (per pickup)	\$5.67	Not Available after 9/31/19	
Commercial/Multi-Family Subscription Options::			
Every Other Week - 64-gal.	NEW	\$8.26	
Weekly - 64-gal	NEW	\$16.52	

Indicated Commercial/Multi-Family Organics rates apply if carts set at the curb for scheduled collection days - other Special Services detailed in VMC 6.12.210 may be added as additional charges for each collection if the cart(s) are not placed at the curb. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change *

Space Saver Rate - Regular Containers at Space Constrained Locations

One Yard Container (includes disposal w/in weight limits) (VMC 6.12.210)

once per week collection	\$131.24	\$131.24	0.0%
twice per week collection	\$262.48	\$216.55	-17.5%
three collections/week	\$393.72	\$288.73	-26.7%
four collections/week	\$524.96	\$360.91	-31.3%
five collections/week	\$656.20	\$433.09	-34.0%
six collections/week	\$787.44	\$505.27	-35.8%
seven collections/week	NEW	\$649.64	-29.3%

1.5 Yard Container (includes disposal w/in weight limits)

once per week collection	\$164.05	\$164.05	0.0%
twice per week collection	\$328.10	\$288.73	-12.0%
three collections/week	\$492.15	\$469.18	-4.7%
four collections/week	\$656.20	\$505.27	-23.0%
five collections/week	\$820.25	\$685.73	-16.4%
six collections/week	\$984.30	\$794.00	-19.3%
seven collections/week	NEW	\$974.46	-15.1%

Two Yard Container (includes disposal w/in weight limits)

once per week collection	\$196.86	\$196.86	0.0%
twice per week collection	\$393.72	\$360.91	-8.3%
three collections/week	\$590.58	\$505.27	-14.4%
four collections/week	\$787.44	\$649.64	-17.5%
five collections/week	\$984.30	\$866.18	-12.0%
six collections/week	\$1,181.16	\$1,010.55	-14.4%
seven collections/week	NEW	\$1,154.91	-16.2%

Three Yard Container (includes disposal w/in weight limits)

once per week collection	\$262.48	\$262.48	0.0%
twice per week collection	\$524.96	\$505.27	-3.8%
three collections/week	\$787.44	\$787.44	0.0%
four collections/week	\$1,049.92	\$1,010.55	-3.8%
five collections/week	\$1,312.40	\$1,299.28	-1.0%
six collections/week	\$1,574.88	\$1,515.82	-3.8%
seven collections/week	NEW	\$1,732.37	-5.7%

Four Yard Container (includes disposal w/in weight limits)

once per week collection	\$328.10	\$328.10	0.0%
twice per week collection	\$656.20	\$649.64	-1.0%
three collections/week	\$984.30	\$984.30	0.0%
four collections/week	\$1,312.40	\$1,299.28	-1.0%
five collections/week	\$1,640.50	\$1,640.50	0.0%
six collections/week	\$1,968.60	\$1,948.91	-1.0%
seven collections/week	at left	\$2,296.70	0.0%

Five Yard Container (includes disposal w/in weight limits)

once per week collection	\$393.72	\$393.72	0.0%
twice per week collection	\$787.44	\$787.44	0.0%
three collections/week	\$1,181.16	\$1,181.16	0.0%
four collections/week	\$1,574.88	\$1,574.88	0.0%
five collections/week	\$1,968.60	\$1,968.60	0.0%
six collections/week	\$2,362.32	\$2,362.32	0.0%
seven collections/week	at left	\$2,756.04	0.0%

Six Yard Container (includes disposal w/in weight limits)

once per week collection	\$459.34	\$459.34	0.0%
twice per week collection	\$918.68	\$918.68	0.0%
three collections/week	\$1,378.02	\$1,378.02	0.0%
four collections/week	\$1,837.36	\$1,837.36	0.0%
five collections/week	\$2,296.70	\$2,296.70	0.0%
six collections/week	\$2,756.04	\$2,756.04	0.0%
seven collections/week	at left	\$3,215.38	0.0%

Eight Yard Container (includes disposal w/in weight limits)

once per week collection	\$590.58	\$590.58	0.0%
twice per week collection	\$1,181.16	\$1,181.16	0.0%
three collections/week	\$1,771.74	\$1,771.74	0.0%
four collections/week	\$2,362.32	\$2,362.32	0.0%
five collections/week	\$2,952.90	\$2,952.90	0.0%
six collections/week	\$3,543.48	\$3,543.48	0.0%
seven collections/week	at left	\$4,134.06	0.0%

Drop Box ORGANICS Trucking Fee (roundtrip haul - VMC 6.12.211)

Effective October 1, 2019	Monthly Charge		
	MSW	Oct-19	Change

10-yard	Drop Box	\$145.61	\$105.86	-27.3%
	Compactor	\$161.79	\$117.62	-27.3%
20-yard	Drop Box	\$145.61	\$105.86	-27.3%
	Compactor	\$161.79	\$117.62	-27.3%
30-yard	Drop Box	\$145.61	\$105.86	-27.3%
	Compactor	\$161.79	\$117.62	-27.3%
40-yard	Drop Box	\$145.61	\$105.86	-27.3%
	Compactor	\$161.79	\$117.62	-27.3%

Organics Tip Fees: (pass through at current material processing rate)

2019 West Van Organics Tip Fee (\$/ton): **\$73.49**

Other VMC 6.12.211 service rates apply to Organics drop boxes/compactors.

1/29/2019 15:16

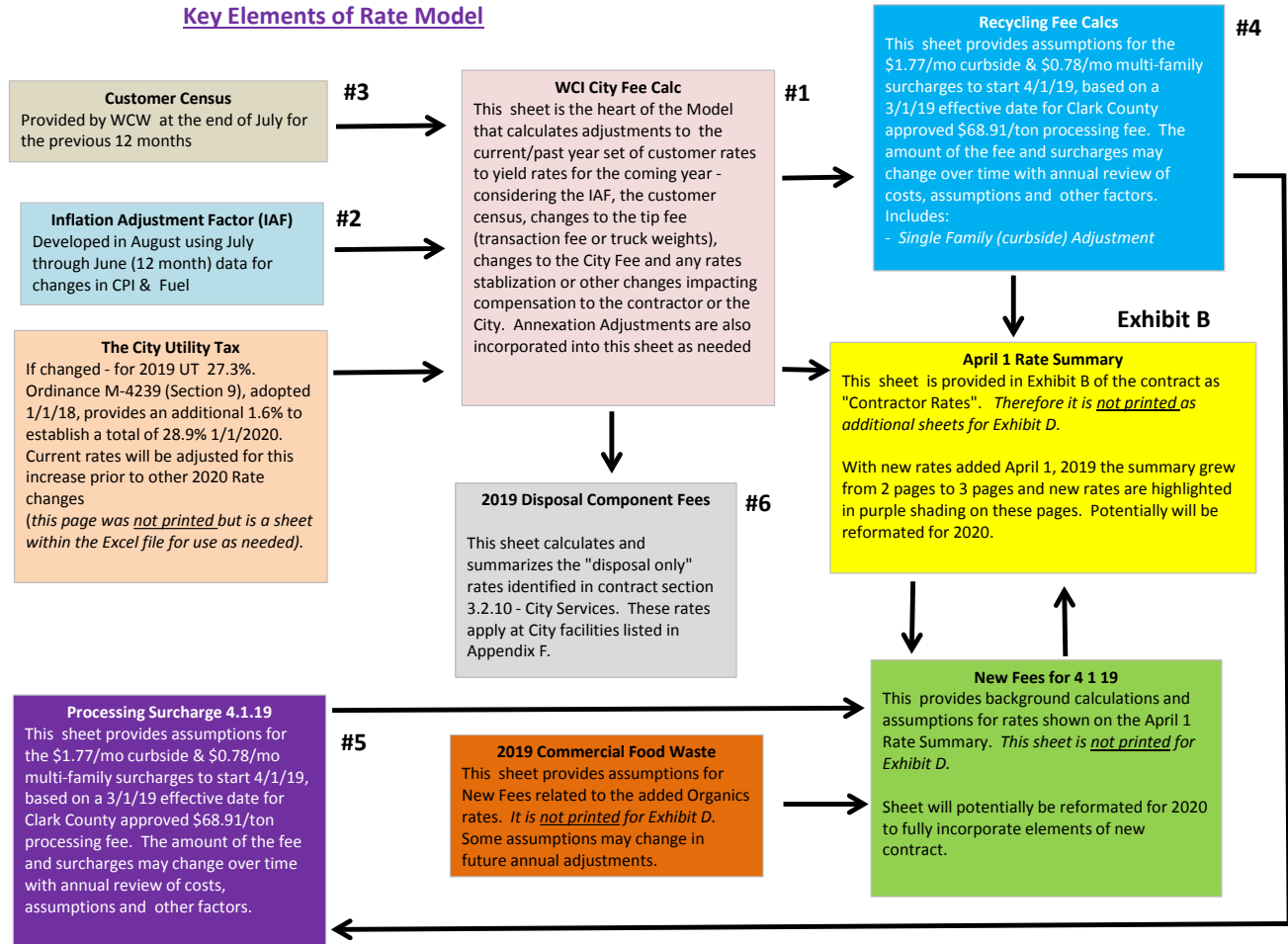
Exhibit C: Recyclables List				
Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum containers: cans, trays, pie tins, and clean food Receptacles	X		Place in recycling Receptacle	Empty and clean
Household Batteries – (placed in sealed plastic bag at curb)	X		Place in sealed plastic bag and place on top of recycling Receptacle	Single family only unless arranged with Multi-family complex management.
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Receptacle. Corrugated cardboard boxes larger than three (3) feet square must be flattened	Corrugated pizza boxes OK so long as no food/grease residual.
Glass Containers – All colors or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in glass recycling Bin.	Must be clean and empty with no food or beverage residue
Motor Related Fluids – used motor oil and antifreeze (contained in sealed clear plastic jugs)	X		Place in screw-top clear plastic jugs and placed next to the Customer's recycling Receptacle.	Up to three (3) gallons of motor oil per week that is free from contaminants. Single family only unless arrange with Multi-family complex management.
Paper – All clean mixed waste paper, newspaper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Receptacle.	Shredded paper should be directed (with feedback tag) to transfer stations for drop off recycling.
Plastic Containers – All narrow neck plastic bottles and jugs (typically PET and HDPE resins but can be manufactured with other resins), yogurt and margarine tubs (typically polypropylene – PP resin), Plastic buckets and nursery pots 5 gallons or less (typically rigid HDPE resin),	X		Empty, clean, place in recycling Receptacle.	Plastic bottles, jugs, tubs or Receptacles that have contained hazardous or toxic products, such as motor oil or pesticides are excluded.
Polycoated Cartons and Boxes – All plastic coated milk cartons, and drink boxes (aseptic containers)	X		Empty, clean, and place in recycling Receptacle.	Empty and clean – don't place in plastic bags.
Scrap Metal – All ferrous and non-ferrous scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds,	X	X	Medium size items: Place in recycling Receptacle or secure (e.g. bundle or box) next to recycling Receptacle. Large items: Call to request Bulky Item pickup , or deliver to transfer station drop off-.	No Small items: Less than 2" x 2", including nuts & bolts, no sharp items. 35 lbs. maximum and less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request bulky item pick-up. Single family only
Tin Cans – All clean food and beverage steel and tin cans including empty aerosols and tin lids 3" or larger	X		Place in recycling Receptacle. Crimp lids inside can. Labels OK	Empty and clean

Exhibit D Rate Model

Overview/Cover Page

The Exhibit D Rate Model has been used annually, or as needed, to adjust Customer Rates, the City Fee, Contractor Compensation, Utility Tax or other aspects of the contracts financial details (mostly addressed in Section 4 of the Contract), between the City the Contractor and Customers. The key "sheets" of the model are identified below and this Overview/Cover Page is intended as an explanation for how the various elements of the model inter relate. For brevity, not all sheets are printed to include with Exhibit D of the new contract; however, they are included as elements of the model. **Numbers shown with each element indicate the order of the sheets that follow behind this cover page** - some are multi-page or in landscape layout.

Key Elements of Rate Model



Color of above text boxes corresponds to color of sheet tabs in the Excel file.

RDM

2/1/2019 12:21

EXHIBIT D: RATE ADJUSTMENT WORKSHEET

WASTE CONNECTIONS OF WASHINGTON, INC.

RATE AND CITY FEE ADJUSTMENTS PROPOSED FOR JANUARY 1, 2019

Customer counts for 7/31/19 provided by WCVOW

Census (Customer Count) Information is intended to represent the actual number of containers on which fees are collected.	New CPI-W		80%	2018	94.16
	Old CPI-W				
	IAF		3.913%		
	New Disposal Rate/Ton:		\$96.70	includes transaction fee	
	Old Disposal Rate/Ton:		\$94.18	includes transaction fee	

Disposal Increase % 2.70%

WCI City Fee Calc Sheet #1

NEW RATE CALCULATION:

Collection	62.94%
Franchise Fee	5.63%
Disposal	31.43%
TOTAL	
Franchise Fee Addition	
Foreign Rate Increase?	

Weight	Component	Wtd %
62.94%	Increase	2.46%
5.63%	3.9131%	0.22%
31.43%	2.70%	0.85%
		3.53%
\$0 This amount is adjustable		

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

Prior Customer Count		Current Customer Count	INITIAL RATES	Pickups Per Month	Weight Per Pickup	lbs/ Month	Disposal Revenue	Total Revenue	Franchise Fee	Collection Revenue
BASIC CART SERVICES										
One 20 Gallon Cart Weekly	1573	1568	\$13.92	4.33	19.00	82.27	\$6,093	\$21,900	\$ 1,233	\$14,574
One 20 Gallon Cart Every Other Week	500	504	\$11.12	2.17	33.00	71.45	\$1,682	\$5,569	\$ 314	\$3,574
One 32 Gallon Cart Weekly	27135	28214	\$18.56	4.33	30.00	129.90	\$165,949	\$503,713	\$ 28,359	\$309,405
One 64 Gallon Cart Weekly	6355	6844	\$37.13	4.33	45.00	194.85	\$58,298	\$235,939	\$ 13,283	\$164,358
One 96 Gallon Cart Weekly	686	839	\$55.69	4.33	55.00	238.15	\$7,692	\$38,203	\$ 2,151	\$28,361
Additional 32 Gallon (or equivalent) Weekly (each)			\$18.56	4.33	20.00	86.60	\$0	\$0	\$0	\$0
One 32 Gallon Cart Every Other Week	5563	5722	\$13.92	2.17	45.00	97.43	\$25,516	\$77,450	\$ 4,360	\$47,574
One 64 Gallon Cart Every Other Week	930	984	\$18.56	2.17	70.00	151.90	\$6,651	\$17,264	\$ 972	\$9,641
One 32 Gallon Cart Once Per Month	1342	1377	\$8.35	1.00	60.00	60.00	\$3,791	\$11,210	\$ 631	\$6,788

Current Customer Count		Current Customer Count	INITIAL RATES	Pickups Per Month	Weight Per Pickup	lbs/ Month	Disposal Revenue	Total Revenue	Franchise Fee	Collection Revenue
SPECIAL CARRYOUT SERVICES										
One 20 Gallon Cart Carry-Out Weekly	1	1	\$20.88	4.33	19.00	82.27	\$4	\$21	\$ 1	\$16
One 20 Gallon Cart Carry-Out Every Other Week	1	1	\$16.71	2.17	33.00	71.45	\$3	\$17	\$ 1	\$12
One 32 Gallon Cart Carry-Out Weekly	3	81	\$27.84	4.33	30.00	129.90	\$508	\$2,311	\$ 130	\$1,673
One 64 Gallon Cart Carry-Out Weekly	8	6	\$46.41	4.33	45.00	194.85	\$28	\$139	\$ 8	\$104
96 Gallon Cart Carry-Out Weekly			\$64.97	4.33	55.00	238.15	\$34	\$195	\$ 11	\$150
Additional 32 Gallon Cart (or equivalent) Weekly (each)			\$27.84	4.33	20.00	86.60	\$0	\$0	\$0	\$0
One 32 Gallon Cart Carry-Out Every Other Week	15	12	\$20.88	2.17	45.00	97.43	\$69	\$313	\$ 18	\$227
64 Gallon Cart Carry-Out Every Other Week	2	1	\$39.45	2.17	70.00	151.90	\$14	\$79	\$ 4	\$60
One Can Sunken Carry-Out Once Per Month	11	9	\$17.44	1.00	60.00	60.00	\$31	\$108	\$ 8	\$99
One Can Sunken Carry-Out Weekly			\$37.13	4.33	30.00	129.90	\$0	\$0	\$0	\$0
Two Cans Sunken Carry-Out Weekly			\$74.25	4.33	45.00	194.85	\$0	\$0	\$0	\$0
Three Cans Sunken Carry-Out Weekly			\$111.38	4.33	55.00	238.15	\$0	\$0	\$0	\$0
Additional Sunken Cans			\$37.13	4.33	20.00	86.60	\$0	\$0	\$0	\$0
One Can Sunken Carry-Out Every Other Week			\$27.84	2.17	45.00	97.43	\$0	\$0	\$0	\$0
Two Can Sunken Carry-Out Every Other Week			\$55.69	2.17	70.00	151.90	\$0	\$0	\$0	\$0
One Can Sunken Carry-Out Once Per Month			\$16.71	1.00	60.00	60.00	\$0	\$0	\$0	\$0

RESIDENTIAL	44203	46219	2016	4.36%	Initial Rate	New Rate
Extra Can, 32-gallon equivalent @ the curb			\$7.30	W	\$7.56	3.51%
Extra Can, 32-gallon equivalent @ carry out			\$10.95	W	\$11.34	3.56%
Return Trip Fee			\$10.73	C	\$11.65	3.89%
32-gallon Wheeled cart rent (for YD service, if requested)			\$1.63	C	\$1.69	3.68%
64-gal cart rental			\$1.66	C	\$1.72	3.61%
Wheeled Cart - 96-gallon			\$0.00	C	\$0.00	
Cart Delivery - Subsequent			\$13.94	C	\$13.86	3.90%

OTHER RESIDENTIAL SERVICES	Adopted rate off by:	Census*	Impact
\$0.42			\$0.00
\$0.06			\$0.00
\$0.06			\$0.00
\$0.52			\$0.00
*WCI Census not updated			\$0.00

Qualified HELICO households may receive carryout service at the curbside rate.

Total Residential	44,203	46,219
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COMMERCIAL CAN SERVICES

Prior Customer Count		Current Customer Count	INITIAL RATES	Pickups Per Month	Weight Per Pickup	lbs/ Month	Disposal Revenue	Total Revenue	Franchise Fee	Collection Revenue
BASIC CURB SERVICE										
One 20 Gallon Cart Weekly	7	7	\$15.48	4.33	21.00	90.93	\$30	\$108	\$ 6	\$72
One 20 Gallon Cart Every Other Week	0	0	\$12.38	2.17	36.00	77.94	\$0	\$0	\$0	\$0
One 32 Gallon Cart Weekly	1257	1199	\$20.64	4.33	33.00	142.89	\$8,456	\$25,944	\$ 1,461	\$16,027
One 64 Gallon Cart Weekly	301	343	\$41.28	4.33	50.00	216.50	\$3,068	\$12,425	\$ 700	\$8,658
One 96 Gallon Cart Weekly	393	349	\$61.93	4.33	61.00	264.13	\$4,897	\$24,643	\$ 1,370	\$18,077
Additional 32 Gallon (or equivalent) Weekly (each)			\$20.64	4.33	22.00	95.26	\$0	\$0	\$0	\$0
One 32 Gallon Cart Every Other Week	31	29	\$15.48	2.17	50.00	108.25	\$158	\$480	\$ 27	\$295
One 64 Gallon Cart Every Other Week	1	3	\$20.64	2.17	77.00	167.09	\$8	\$21	\$ 1	\$12
One 32 Gallon Cart Once Per Month	0	0	\$9.29	1.00	66.00	66.00	\$0	\$0	\$0	\$0

Current Customer Count		Current Customer Count	INITIAL RATES	Pickups Per Month	Weight Per Pickup	lbs/ Month	Disposal Revenue	Total Revenue	Franchise Fee	Collection Revenue
SPECIAL CARRYOUT SERVICES										
One 20 Gallon Cart Carry-Out Weekly			\$23.22	4.33	21.00	90.93	\$0	\$0	\$0	\$0
One 20 Gallon Cart Carry-Out Every Other Week			\$18.58	2.17	36.00	77.94	\$0	\$0	\$0	\$0
One 32 Gallon Cart Weekly	9	12	\$30.96	4.33	33.00	142.89	\$61	\$279	\$ 16	\$202
One 64 Gallon Cart Weekly	7	7	\$51.60	4.33	50.00	216.50	\$71	\$361	\$ 20	\$270
One 96 Gallon Cart Weekly	28	23	\$72.24	4.33	61.00	264.13	\$348	\$2,023	\$ 114	\$1,561
Additional 32 Gallon (or equivalent) Weekly (each)			\$30.96	4.33	22.00	95.26	\$0	\$0	\$0	\$0
One 32 Gallon Cart Every Other Week			\$23.22	2.17	50.00	108.25	\$0	\$0	\$0	\$0
One 64 Gallon Cart Every Other Week			\$30.96	2.17	77.00	167.09	\$0	\$0	\$0	\$0
One 32 Gallon Cart Once Per Month			\$13.93	1.00	66.00	66.00	\$0	\$0	\$0	\$0
One 32 Gallon Sunken Can			\$41.28	4.33	33.00	142.89	\$0	\$0	\$0	\$0
Two 32 Gallon Sunken Cans			\$82.56	4.33	50.00	216.50	\$0	\$0	\$0	\$0
Three 32 Gallon Sunken Cans			\$123.84	4.33	61.00	264.13	\$0	\$0	\$0	\$0
Additional Sunken Cans, each			\$41.28	4.33	22.00	95.26	\$0	\$0	\$0	\$0
One 32 Gallon Sunken Can Every Other Week			\$30.96	2.17	50.00	108.50	\$0	\$0	\$0	\$0
Two 32 Gallon Sunken Cans Every Other Week			\$61.92	2.17	77.00	167.09	\$0	\$0	\$0	\$0
One 32 Gallon Sunken Can Monthly			\$18.58	1	66.00	66.00	\$0	\$0	\$0	\$0

Total Commercial Cart	2,034	1,972	-62	-3.05%
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CONTAINER SERVICES

	Prior Customer Count	Current Customer Count	INITIAL RATES	Pickups Per Month	Weight Per Pickup	lbs/ Month	pickups/ Month
CONTAINERS							
1 Yard Service	342	338	\$126.76	4.33	130.00	562.90	1
1 Yard Service	5	6	\$253.52	8.66	130.00	1,125.80	1
1 Yard Service	0	0	\$380.28	12.99	130.00	1,688.70	1
1 Yard Service	0	0	\$507.04	17.32	130.00	2,251.60	1
1 Yard Service	0	0	\$633.80	21.65	130.00	2,814.50	1
1 Yard Service	0	0	\$760.57	25.98	130.00	3,377.40	1
1 1/2 Yard Service	145	150	\$158.45	4.33	195.00	844.35	1.5
1 1/2 Yard Service	7	7	\$316.90	8.66	195.00	1,688.70	1.5
1 1/2 Yard Service	0	0	\$475.35	12.99	195.00	2,533.05	1.5
1 1/2 Yard Service	1	1	\$633.80	17.32	195.00	3,377.40	1.5
1 1/2 Yard Service	0	0	\$792.26	21.65	195.00	4,221.75	1.5
1 1/2 Yard Service	0	0	\$950.71	25.98	195.00	5,066.10	1.5
2 Yard Service	397	408	\$190.14	4.33	260.00	1,125.80	2
2 Yard Service	69	71	\$380.28	8.66	260.00	2,251.60	2
2 Yard Service	8	9	\$570.42	12.99	260.00	3,377.40	2
2 Yard Service	2	2	\$760.57	17.32	260.00	4,503.20	2
2 Yard Service	3	2	\$950.71	21.65	260.00	5,629.00	2
2 Yard Service	0	3	\$1,140.85	25.98	260.00	6,754.80	2
3 Yard Service	296	303	\$253.52	4.33	390.00	1,688.70	3
3 Yard Service	35	36	\$380.28	8.66	390.00	3,377.40	3
3 Yard Service	3	3	\$760.57	12.99	390.00	5,066.10	3
3 Yard Service	3	2	\$1,014.09	17.32	390.00	6,754.80	3
3 Yard Service	2	2	\$1,267.61	21.65	390.00	8,443.50	3
3 Yard Service	0	2	\$1,521.13	25.98	390.00	10,132.20	3
3 Yard Service	273	286	\$316.90	4.33	520.00	2,251.60	3
4 Yard Service	148	154	\$633.80	8.66	520.00	4,503.20	4
4 Yard Service	58	67	\$950.71	12.99	520.00	6,754.80	4
4 Yard Service	15	16	\$1,267.61	17.32	520.00	9,006.40	4
4 Yard Service	3	3	\$1,584.51	21.65	520.00	11,258.00	4
4 Yard Service	2	3	\$1,901.41	25.98	520.00	13,059.60	4
5 Yard Service	2	2	\$380.28	4.33	650.00	2,814.50	5
5 Yard Service	0	0	\$760.57	8.66	650.00	5,629.00	5
5 Yard Service	0	0	\$1,140.85	12.99	650.00	8,443.50	5
5 Yard Service	0	0	\$1,521.13	17.32	650.00	11,258.00	5
5 Yard Service	0	0	\$1,901.41	21.65	650.00	14,072.50	5
5 Yard Service	0	0	\$2,281.70	25.98	650.00	16,887.00	5
6 Yard Service	134	139	\$443.66	4.33	780.00	3,377.40	6
6 Yard Service	57	57	\$887.33	8.66	780.00	6,754.80	6
6 Yard Service	13	13	\$1,330.99	12.99	780.00	10,132.20	6
6 Yard Service	5	5	\$1,774.65	17.32	780.00	13,059.60	6
6 Yard Service	1	0	\$2,218.32	21.65	780.00	16,887.00	6
6 Yard Service	0	1	\$2,661.98	25.98	780.00	20,264.40	6
6 Yard Service	69	71	\$570.42	4.33	1,040.00	4,503.20	8
8 Yard Service	29	30	\$1,140.85	8.66	1,040.00	9,006.40	8
8 Yard Service	10	12	\$1,711.27	12.99	1,040.00	13,059.60	8
8 Yard Service	1	1	\$2,281.70	17.32	1,040.00	18,012.80	8
8 Yard Service	0	0	\$2,852.12	21.65	1,040.00	22,516.00	8
8 Yard Service	0	0	\$3,422.55	25.98	1,040.00	27,019.20	8
Total Commercial Containers	2,139	2,273	134	6.26%			

2016 Reported Tons
70,950

Derived Tons
77,124
8.70%

Resid/Comm/MF - excluding Drop Box

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Franchise Fee Base

Franchise Fee Addition

Total Franchise Fee

Disposal Revenue

Collection Revenue

Total Revenue

Franchise Fee %

\$

1,271,441

\$

1,321,193

\$

49,752

3.91%

\$

-

\$

1,271,441

\$

1,321,193

\$

49,752

3.91%

\$

7,097,403

\$

7,457,868

\$

360,464

6.98%

\$

14,214,510

\$

15,206,936

\$

992,427

6.98%

\$

22,583,341

\$

23,985,997

\$

1,402,656

6.21%

5.6%

5.5%

COMMERCIAL - SPECIAL/OPTIONAL SERVICES

Initial Rate

Component

New Rate

Extra Cart, 32-gallon equivalent @ the curb

\$8.10

W

\$8.38

3.47%

Extra Can, 32-gallon equivalent @ carry out

\$12.20

W

\$12.63

3.53%

Return Trip Fee

\$10.73

C

\$11.15

3.89%

Wheeled Cart - 32-gallon

\$0.00

C

\$0.00

Wheeled Cart - 64-gallon

\$0.00

C

\$0.00

Wheeled Cart - 96-gallon

\$0.00

C

\$0.00

Cart Delivery - Subsequent

\$13.43

C

\$13.95

3.88%

steam cleaning of container - per yard basis

\$3.85

C

\$4.00

3.81%

minimum charge

\$37.40

C

\$38.86

3.92%

CONTAINER SERVICE: OPTIONAL/MISCELLANEOUS CHARGES

Initial Rate

Component

New Rate

One Time delivery/pickup/disposal of 3 yard "Rent A Bin"

\$163.48

W

\$167.18

3.53%

Extra "Rent A Bin" Pick Up

\$100.07

W

\$103.60

3.53%

Return Trip (Blocked Container etc.)

\$15.71

C

\$16.33

3.93%

Lock Charge (if automatic system used)

\$0.00

C

\$0.00

Lock Charge (if manual system used), per collection

\$2.61

C

\$2.61

3.97%

Roll Out Charge, greater than 15 feet, per collection

\$3.57

C

\$3.71

3.80%

Roll Out Charge, greater than 20 feet

\$5.95

C

\$5.95

3.97%

Steam Cleaning Charge, per container

\$42.90

C

\$44.58

3.91%

Overfilled/extra yardage, per yard (or portion thereof), per event

\$16.13

W

\$16.69

3.50%

Subsequent deliveries/moves/replacements (per trip)

\$28.61

C

\$29.73

3.90%

Accessibility Charge (per collection)

\$3.57

C

\$3.71

3.80%

Late Fee--1.5% of balance outstanding at 30 days past due date

Vacation Allowance

Minimum Period of Two Weeks

Maximum of Three Vacations Per Year

OTHER COMMERCIAL SERVICES

Adopted rate off by:

Census*

Impact

\$0.42

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.52

\$0.00

\$0.15

\$0.00

\$1.46

\$0.00

*WCI Census not updated

\$0.00

CONTAINER SERVICE EXTRAS

Adopted rate off by:

Census *

Impact

\$0.62

\$0.00

\$0.10

\$0.00

\$0.14

\$0.00

\$0.23

\$0.00

\$1.68

\$0.00

\$1.12

\$0.00

\$0.14

\$0.00

*WCI Census not updated

\$0.00

See Note Below

IMBEDDED UTILITY TAX ADJUSTMENT FOR CPI ONLY AND FOR RATE "ADDITION"

Annual Adjustment

Annual CPI Only Adjustment non-YD

Subtotal

\$

-

\$

-

\$

-

Adjustment for 27.3% Imbedded Utility Tax

Net - Remaining 72.7% applied to City Fee for 2019

Annual CPI Only Adjustment for Yard Debris (100%)

Adjustment for SFIMF Per Ton Payment Alternative

New Franchise Fee From Model

\$

-

\$

-

\$

-

\$

1,321.193

Adjust these factors if Utility Tax Changes

WCI City Fee Reduction Compared to Prior Year

\$4,146.03

\$49,752.37

Drop Box Services

Round Trip Haul Charge

10 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

15 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

20 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

25 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

30 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

35 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

40 Yard, Per Empty/Return

\$140.13

C

\$145.61

3.91%

COMPACTOR SERVICE

Round Trip Haul Charge

10 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

15 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

20 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

25 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

30 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

35 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

40 Yard, Per Empty/Return

\$155.70

C

\$161.79

3.91%

Plus Disposal Pass Through at Amount of Tipping Fees

Drop Box Ticket Charges

Per Event

Standard Box Rental, per day

\$3.34

C

\$3.47

4.00%

Monthly Maximum

\$100.61

C

\$104.54

3.91%

Special/Modified Box Rental (Ltd/Screen/Winch, etc.), per day

\$4.79

C

\$4.98

3.90%

Monthly Maximum

\$144.33

C

\$149.98

3.91%

Box Placement/Move on site

\$35.72

C

\$37.12

3.91%

Mileage after first 10 miles, per mile

\$3.10

C

\$3.22

3.90%

Standby time, after first 10 minutes, per minute

\$1.69

C

\$1.76

3.89%

"Check Only" Service, Per container

\$10.71

C

\$11.13

3.90%

Return Trip Charge, per container

\$28.61

C

\$29.73

3.90%

Locking System Billed at Materials, plus Labor, per hour

\$35.72

C

\$37.12

3.91%

Late Fee--1.5% of balance outstanding at 30 days past due date

YARD DEBRIS SERVICE: RESIDENTIAL, MULTIFAMILY, AND COMMERCIAL

Initial Rate

Basic Subscription, with 64 Gallon Cart

\$7.15

C

\$7.43

3.92%

1st 32 Gallon Equivalent (or portion thereof)*

\$0.00

C

\$0.00

Additional 32 Gallon Equivalents (or portions thereof), each

\$3.26

C

\$3.39

3.99%

Service Restart Fee, within one year of last service

\$10.00

C

\$10.39

3.90%

Subscription Service, On Call without 64 Gallon Cart - (per pick-up)

\$5.46

C

\$5.67

3.85%

Rental for Additional 64 gallon Cart

\$1.66

C

\$1.72

3.61%

Cart Replacement Fee

Cost

C

Cost

Cart Delivery, initial

\$0.00

C

\$0.00

Cart-Delivery, subsequent

\$13.34

C

\$13.86

3.90%

Late Fee--1.5% of balance outstanding at 30 days past due date

Vacation Allowances in conjunction with can service vacations only

Drop Boxes will be available for large residential or commercial yard debris needs. Service charges will be the same as for regular drop box service, except that disposal will be charged at the current debris rate.

*The contractor may substitute a 96 gallon cart for a 64 gallon cart. If a 96 gallon cart is supplied, the first and subsequent extra bas are all charged the extra rate.

BULKY ITEM PICK-UP

Initial Rate

Stove

\$18.04

C

\$16.67

3.91%

Washing Machine

\$17.55

C

\$18.24

3.93%

Dryer

\$14.53

C

\$15.10

3.89%

Water Heater

\$17.84

C

\$18.54

3.92%

Refrigerator

\$29.02

C

\$30.15

3.90%

Freezer

\$29.02

C

\$30.15

3.90%

Sofa

\$14.53

C

\$15.10

3.89%

Chair

\$11.60

C

\$12.05

3.87%

Mattress or Box Springs

\$13.13

C

\$13.64

3.89%

Tires: Auto or Light Truck On Rim

\$10.69

C

\$11.11

3.91%

Off Rim

\$6.91

C

\$7.18

3.89%

Tires: Bus or Heavy Truck On Rim

\$35.75

C

\$37.15

3.91%

Off Rim

\$21.67

C

\$22.52

3.91%

Other Bulky Items

\$15.28

C

\$15.88

3.94%

BULKY ITEM SERVICES

Adopted rate off by:

Census *

Impact

\$0.63

\$0.00

\$0.69

\$0.00

\$0.57

\$0.00

\$0.70

\$0.00

\$0.13

\$0.00

\$1.13

\$0.00

\$0.57

\$0.00

\$0.45

\$0.00

\$0.51

\$0.00

\$0.42

\$0.00

\$0.27

\$0.00

\$1.40

\$0.00

\$0.85

\$0.00

\$0.60

\$0.00

*WCI Census not updated

\$0.00

Note - these Yard Debris services do not incorporate any imbedded Utility Tax

a 100% adjustment is made for these.

HOURLY EQUIPMENT RENTAL, PER HOUR (Assumes one person and truck)

Initial Rate

Sideload Compactor Truck

\$97.21

C

\$101.01

3.91%

Front Load Compactor Truck

\$97.21

C

\$101.01

3.91%

Roll Off Truck

\$100.11

C

\$104.03

3.92%

Extra Labor, per person

\$44.33

C

\$46.06

3.91%

HOURLY SERVICES

Adopted rate off by:

Census *

Impact

\$3.80

0.0

\$0.00

\$3.80

0.0

\$0.00

\$3.92

0.0

\$0.00

\$1.73

0.0

\$0.00

*WCI Census not updated

\$0.00

Annual Total (except Yard Debris)

\$0.00

VERIFICATION OF NEW RATES Monthly Figures - Before Adjustments (below):

Old Disposal Expense

Calculated New Disposal Increase

Actual New Disposal Revenue

Old Collection Revenue

Calculated New Collection Revenue

Actual New Collection Revenue

Old Franchise Fee

Calculated New Franchise Fee

Actual New Franchise Fee (Monthly)

591,450

607,405

621,489

1,184,542

1,230,894

1,267,245

105,953

110,099

110,099

2.698%

3.913%

2016

2017

rounded

2018

\$1,271,440.92

2019

\$1,321,188.00

Increase/(Decrease):

\$49,747

3.91% change

ADJUSTMENTS FOR CPI ONLY CHARGES AT LEFT

Annual Rate Stabilization Adjustment (non-YD)

Annual Rate Stabilization Adjustment (YD)

Subtotal

\$0.00

\$0.00

\$0.00

ADJUSTMENT FOR ANNEXATION.

Van Mall North Annexation

See Note Below

IMBEDDED UTILITY TAX ADJUSTMENT FOR CPI ONLY AND FOR RATE "ADDITION"

Annual Adjustment

Annual CPI Only Adjustment non-YD

Subtotal

\$0.00

\$

-

\$

-

\$

-

* Regarding Imbedded Utility Tax Adjustment

The Majority of rates (except yard debris/recycling) include a 24.9% Utility Tax which Waste Connections will continue to pay. Therefore only 75.1% of the calculated adjustment or addition is incorporated into the 2018 City Fee assessment - as needed.

Refer to "Recycling Fee Calcs" sheet for Adjustment of SFIMF rates- Option A (CPI applied to SF and MF customer rates is selected for both in 2019, as allowed for in sections 3.2.2 and 3.3.2 of contract "other sources", the City Fee had been reduced (cost would be \$76,185 if Option C was taken for 2019).

Change in City Fee from Prior Year

\$49,752.37

3.9% increase

3.9% increase without Annex Adjustment

TOTAL 2019 CITY FEE

\$1,321,193.29

MONTHLY PAYMENT

\$110,099.44

\$-5.29

110099.4408

WCI City Fee Reduction Compared to Prior Year

\$4,146.03

\$49,752.37

Inflation Adjustment Factor #2

Using a Blended IAF including fuel and CPI as per contract section 4.3.1

Blended IAF	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
8% Fuel Weighting	2.23%	2.04%	0.23%	2.07%	-1.38%	-0.28%	1.87%	1.13%	0.00%	-0.16%	-1.13%	-2.02%	0.60%	1.57%
92% CPI Weighting	2.24%	2.57%	3.08%	3.77%	-0.68%	2.27%	2.52%	2.03%	1.78%	2.23%	0.54%	1.11%	7.30%	3.32%
100.00%	4.47%	4.61%	3.31%	5.84%	-2.06%	2.00%	4.39%	3.17%	1.78%	2.07%	-0.59%	-0.91%	7.89%	4.89%
80%	3.57%	3.69%	2.65%	4.67%	-1.65%	1.60%	3.51%	2.54%	1.42%	1.66%	-0.47%	-0.73%	6.32%	3.91%
Rate Impact	Rates as calculated in model													
Garb/Recycling				\$18.46	\$18.16	\$18.75	\$19.11	\$19.22	\$19.29	\$19.34	\$18.93	\$19.19	\$21.35	
Recycling Only				\$2.72	\$2.68	\$2.76	\$2.82	\$2.83	\$2.84	\$2.85	\$2.79	\$2.78	\$2.98	
Garb Only				\$15.74	\$15.48	\$15.99	\$16.29	\$16.39	\$16.45	\$16.49	\$16.14	\$16.41	\$18.37	
	Rates adopted by Council													
Garb/Recycling				\$18.46	\$18.46	\$18.74	\$19.02	\$19.02	\$19.02	\$19.33	\$20.08	\$20.08		
Recycling Only				\$2.72	\$2.72	\$2.76	\$2.80	\$2.80	\$2.80	\$2.80	\$2.80	\$2.80	\$2.90	
Garb Only				\$15.74	\$15.74	\$15.98	\$16.22	\$16.22	\$16.22	\$16.53	\$17.28	\$17.97		
Garbage increase				0.00%	0.00%	1.52%	1.49%	0.00%	0.00%	1.63%	4.50%	4.00%		

April 1 Util. Tx

FUEL INDEX

West Coast No 2 Diesel Retail Sales by All Sellers
(Cents per Gallon)

	Ultra Low Sulfur (0-15ppm)															
	History															
	Mid 03 thru Mid 04	Mid 04 thru Mid 05	Mid 05 thru Mid 06	Mid 06 thru Mid 07	Mid 07 thru Mid 08	Mid 08 thru Mid 09	Mid 09 thru Mid 10	Mid 10 thru Mid 11	Mid 11 thru Mid 12	Mid 12 thru Mid 13	Mid 13 thru Mid 14	Mid 14 thru Mid 15	Mid 15 thru Mid 16	Mid 16 thru Mid 17	Mid 17 thru Mid 18	
July	158.3	202.9	251.3	305.6	303.2	486.0	264.7	305.9	401.2	383.7	399.7	404.1	301.7	269.2	278.1	
August	166.6	204.1	282.1	319.9	302.0	446.2	274.1	310.8	391.5	418.0	405.7	401.4	281.5	261.8	288.0	
September	161.2	208.4	305.1	306.1	300.8	407.4	278.3	311.2	397.5	439.2	411.9	400.4	272.1	265.6	308.8	
October	156.8	230.8	312.2	267.4	325.1	353.8	280.1	322.4	400.1	429.0	404.6	386.5	270.8	272.5	309.9	
November	159.1	228.9	270.7	269.1	357.7	283.9	290.2	329.2	415.3	412.3	397.5	376.4	267.7	274.5	337.0	
December	162.9	209.1	251.7	288.4	346.1	237.0	285.2	336.3	403.4	402.3	399.7	347.1	253.5	278.4	333.9	
January	163.5	201.9	258.2	339.1	232.7	293.5	293.5	349.2	402.2	400.7	399.4	307.5	239.4	285.3	339.7	
February	174.3	225.9	262.1	278.2	344.2	228.5	287.5	373.1	416.2	425.8	400.7	296.8	221.5	287.0	342.2	
March	182.2	246.2	271.3	281.5	395.5	217.0	300.4	409.9	441.1	419.3	402.0	304.1	228.3	284.3	340.0	
April	203.2	255.7	286.8	294.2	420.8	232.5	317.9	428.5	437.9	404.8	401.2	295.6	235.7	286.3	356.5	
May	219.1	241.3	316.1	293.6	457.4	234.5	317.9	424.9	424.7	397.2	403.4	314.7	255.0	284.1	373.6	
June	199.7	238.2	312.3	296.2	485.4	263.5	307.6	413.4	395.8	395.8	402.7	311.0	270.3	279.5	376.0	
Average (12 mo.)	175.58	224.45	281.66	289.70	364.77	301.92	291.45	359.57	410.58	410.68	402.38	345.47	258.13	277.38	331.98	
Change		27.84%	25.49%	2.86%	25.91%	-17.23%	-3.47%	23.37%	14.19%	0.02%	-2.02%	-14.14%	-25.28%	7.46%	19.68%	

CPI

CWUSA425SAO

CPI 1st Half	184.9	189.4	194.7	201.217	209.456	207.898	213.036	218.872	223.712	228.033	233.565	234.948	237.784	256.646	265.898
Bureau of Labor Statistics Data											data on		data on		8/3/2018
Change	2.434%	2.798%	3.347%	4.095%	-0.744%	2.471%	2.739%	2.211%	1.932%	2.426%	0.592%	1.207%	7.932%	3.605%	

New Index will be used due to BLS elimination of Portland-Salem Index at start of 2018

These benchmarks are "1st Half"

CPI-W Urban Wager Earners and Clerical Workers (Seattle- Tacoma-Bellevue) Series CWURS49DSA0

Customer CENSUS

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

Note: Colored formatting is used to consolidate various service levels for mapping to the WCI City Fee Calc

AUTOMATED CART SERVICES

	2013	2014	2015	2016	2017	2018	
Automated 1-20 Gallon Cart Weekly	1,539	1,561	1,547	1,526	1,521	1,527	1,568
Automated 2-20 Gallon Cart Weekly	12	15	13	14	14	14	
Automated 3-20 Gallon Cart Weekly	2	2	2	2	2	2	
Automated 4-20 Gallon Cart Weekly	3	3	3	3	3	1	
Automated 1-20 Gallon Cart Every Other Week	560	549	543	525	495	499	504
Automated 2-20 Gallon Cart Every Other Week	2	1	2	1	1	1	
Automated 1-32 Gallon Cart Weekly	24,983	25,337	25,835	25,915	26,018	27,118	28,214
Automated 2-32 Gallon Carts Weekly	371	368	352	347	348	333	
Automated 3-32 Gallon Carts Weekly	38	39	36	39	38	43	
Automated 4-32 Gallon Carts Weekly	65	64	64	57	57	57	
Automated 5-32 Gallon Carts Weekly	0	1	1	1	1	1	
Automated 6-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 7-32 Gallon Carts Weekly	2	2	1	1	1	1	
Automated 8-32 Gallon Carts Weekly	0	0	1	0	0	0	
Automated 9-32 Gallon Carts Weekly	1	1	0	1	1	1	
Automated 10-32 Gallon Carts Weekly			1	0	0	0	
Automated 11-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 12-32 Gallon Carts Weekly	0	0	0	1	1	1	
Automated 15-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 17-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 22-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 25-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 33-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 34-32 Gallon Carts Weekly	1	1	1	1	0	0	
Automated 1-32 Gallon Cart Every Other Week	5,200	5,341	5,355	5,504	5,497	5,715	5,772
Automated 2-32 Gallon Carts Every Other Week	20	23	20	19	17	15	
Automated 3-32 Gallon Carts Every Other Week	1	1	2	1	1	1	
Automated 4-32 Gallon Carts Every Other Week	2	2	2	2	2	1	
Automated 32 Gallon Cart Monthly	1,539	1,548	1,509	1,450	1,327	1,362	1,377
Automated 2-32 Gallon Carts Monthly	3	2	1	1	1	1	
Automated 1-64 Gallon Cart Weekly	4,968	5,062	5,315	5,768	6,164	6,710	6844
Automated 2-64 Gallon Carts Weekly	31	16	16	41	44	14	
Automated 3-64 Gallon Carts Weekly	2	2	2	3	4	3	
Automated 4-64 Gallon Carts Weekly	1	1	1	1	2	3	
Automated 7-64 Gallon Carts Weekly					1	1	
Automated 72-64 Gallon Carts Weekly	1	1	1	1	1	1	
Automated 2-64 Gallon Cart Every Other Week		1	15	0	1	1	984
Automated 64 Gallon Cart Every Other Week	853	861	897	929	928	982	
Automated 64 Gallon Cart Monthly	1	1	2	2	2	2	
Automated 96 Gallon Cart Weekly	442	438	481	508	588	712	839
Automated 2-96 Gallon Carts Weekly	22	25	27	32	39	47	
Automated 3-96 Gallon Carts Weekly	2	2	4	3	4	7	
Automated 4-96 Gallon Carts Weekly					2	3	
Automated 96 Gallon Cart Monthly	0	0	0	0	0	0	
Special City 32 Gallon Cart On-Call	2	2	2	2	2	3	

SPECIAL CARRYOUT SERVICES

	2013	2014	2015	2016	2017	2018	
Automated 1-20 Gallon Cart Carry-Out Weekly	5	2	2	2	1	1	1
Automated 1-20 Gallon Cart Carry-Out Every Other Week	1	1	1	1	1	1	1
Automated 1-32 Gallon Cart Weekly-Carry	65	59	58	55	51	53	81
Automated 2-32 Gallon Carts Weekly-Carry	1	1	1	1	1	1	
Automated 3-32 Gallon Carts Weekly-Carry	0	0	1	0	2	2	
Automated 4-32 Gallon Cans Weekly-Carry	7	7	6	6	6	5	
Automated 6-32 Gallon Cans Weekly-Carry	0	0	0	0	0	0	
Automated 8-32 Gallon Cans Weekly-Carry	0	0	0	0	0	0	
Additional 32 Gallon Cans (or equivalent) Weekly-Carry		0					
Automated 1-32 Gallon Cart Every Other Week-Carry	14	15	14	13	15	12	12
Automated 2-32 Gallon Cans Every Other Week-Carry	0	0	0	0	0	0	
Automated 4-32 Gallon Cans Every Other Week-Carry	0	0	0	0	0	0	
Automated 1-32 Gallon Cart Once Per Month-Carry	11	7	8	7	11	9	9
Automated 1-64 Gallon Cart Weekly-Carry	8	5	6	3	3	6	6
Automated 2-64 Gallon Carts Weekly-Carry	0	0	0	0	0	0	
Automated 1-64 Gallon Cart EOW-Carry	1	2	3	2	2	1	1
Automated 1-96 Gallon Cart Weekly-Carry	1	2	2	2	3	1	6
Automated 2-96 Gallon Cart Weekly-Carry						1	
Automated 3-96 Gallon Cart Weekly-Carry						1	
Automated 1-20 Gallon Cart Helico Weekly	9	10	6	5	6	3	

WASTE CONNECTIONS INC.
VANCOUVER FACILITY

Customer Census #3

Customer CENSUS

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

Automated 1-20 Gallon Cart Helico Every Other Week	8	8	7	6	3	3
Automated 1-32 Gallon Cart Helico Weekly	57	51	50	51	46	40
Automated 2-32 Gallon Carts Helico Weekly	0	0	0	0	0	0
Automated 1-32 Gallon Cart Helico Every Other Week	33	32	25	22	21	20
Automated 1-32 Gallon Cart Helico Once Per Month	6	7	7	7	7	6
Automated 1-64 Gallon Cart Helico Weekly	4	4	4	2	4	6

Qualified HELICO households may receive carryout service at the curbside rate.

COMMERCIAL CART SERVICES

BASIC CURB SERVICE

	2013	2014	2015	2016	2017	2018	
Automated 20 Gallon Cart Every Other Week	0	0	0	0	0	0	
Automated 1-20 Gallon Cart Weekly	0	0	0	0	0	0	7
Automated 7-20 Gallon Carts Weekly	0	1	1	1	1	1	
Automated 1-32 Gallon Cart Weekly	194	196	197	189	260	173	1199
Automated 2-32 Gallon Carts Weekly	25	17	8	16	17	18	
Automated 3-32 Gallon Carts Weekly	1	4	3	3	4	2	
Automated 4-32 Gallon Carts Weekly	2	4	3	5	7	8	
Automated 5-32 Gallon Carts Weekly	11	12	9	9	9	9	
Automated 5-32 Gallon Carts 2xWeekly	13				0		
Automated 6-32 Gallon Carts Weekly	3	15	13	14	14	14	
Automated 7-32 Gallon Carts Weekly	6	2	3	2	2	2	
Automated 8-32 Gallon Carts Weekly	3	6	6	6	6	6	
Automated 9-32 Gallon Carts Weekly	1	3	2	2	1	1	
Automated 10-32 Gallon Carts Weekly	3	1	2	2	2	2	
Automated 12-32 Gallon Carts Weekly	1	4	3	3	3	3	
Automated 14-32 Gallon Carts Weekly	0	1	1	1	1	1	
Automated 17-32 Gallon Carts Weekly	2	0	0	0	0	0	
Automated 19-32 Gallon Carts Weekly		1	1	1	1	1	
Automated 20-32 Gallon Carts Weekly	0	0	0	2	2	2	
Automated 21-32 Gallon Carts Weekly	1	0	0	0	0	0	
Automated 22-32 Gallon Carts Weekly		1	0	0	0	0	
Automated 24-32 Gallon Carts Weekly	1	1	1	1	1	1	
Automated 25-32 Gallon Carts Weekly	1	1	1	1	1	1	
Automated 30-32 Gallon Carts Weekly	0	1	1	1	1	1	
Automated 33-32 Gallon Carts Weekly	0	0	0	0	1	1	
Automated 41-32 Gallon Carts Weekly					1	1	
Automated 42-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 49-32 Gallon Carts Weekly	1	0	0	0	0	0	
Automated 51-32 Gallon Carts Weekly	1	0	0	0	0	0	
Automated 52-32 Gallon Carts Weekly		1	1	0	0	0	
Automated 54-32 Gallon Carts Weekly				1	1	0	
Automated 66-32 Gallon Carts Weekly					1	1	
Automated 70-32 Gallon Carts Weekly	1	1	2	2	0	1	
Automated 82-32 Gallon Carts Weekly	0	1	0	0	0	0	
Automated 102-32 Gallon Carts Weekly	1	0	0	0	1	0	
Automated 104-32 Gallon Carts Weekly	1	1	1	1	1	1	
Automated 110-32 Gallon Carts Weekly	0	1	1	1	0	1	
Automated 111-32 Gallon Carts Weekly	0	0	0	0	0	0	
Automated 115-32 Gallon Carts Weekly	1	0	0	0	1	0	
Automated 120-32 Gallon Carts Weekly	1	1	1	1	0	1	
Automated 32 Gallon Cart Every Other Week	15	17	17	16	22	23	29
Automated 2-32 Gallon Cart Every Other Week	1	1	0	0	0	0	
Automated 32 Gallon Cart Monthly	0	0	0	0	0	0	
Automated 1-64 Gallon Cart Every Other Week	5	2	1	1	1	3	3
Automated 1-64 Gallon Cart Weekly	139	179	186	194	228	208	343
Automated 2-64 Gallon Cart Weekly	26	25	25	21	24	12	
Automated 3-64 Gallone Cart Weekly	2	4	6	4	7	6	
Automated 4-64 Gallon Cart Weekly	2	1	1	0	1	1	
Automated 7-64 Gallon Cart Weekly						1	
Automated 10-64 Gallon Cart Weekly	0	0	0	0	0	1	
Automated 11-64 Gallong Cart Weekly	1	0	0	0	0	0	
Automated 12-64 Gallon Cart Weekly	0	0	0	0	0	0	
Automated 72-64 Gallon Cart Weekly	0	1	0	1	0	1	
Automated 1-64 Gallon Cart 2xWeekly	0	0		0	0	0	
Automated 1-64 Gallon Cart 5xWeekly				0	0	0	
Automated 2-64 Gallon Cart 5xWeekly		0		0	0	0	
Automated 1-96 Gallon Cart Every Other Week	3	4	3	4	3	3	
Automated 1-96 Gallon Cart Weekly	167	181	174	178	182	199	349
Automated 1-96 Gallon Cart 2xWeekly	1	0	0	0	0	0	
Automated 1-96 Gallon Cart 4xWeekly	1	0	0	0	0	0	

WASTE CONNECTIONS INC.
VANCOUVER FACILITY

Customer Census #3

Customer CENSUS

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

Automated 1-96 Gallon Cart 5xWeekly						1
Automated 2-96 Gallon Carts Weekly	42	43	43	46	0	46
Automated 3-96 Gallon Carts Weekly	5	7	8	10	45	11
Automated 4-96 Gallon Carts Weekly	2	4	4	3	11	3
Automated 4-96 Gallon Carts 2xWeekly						1
Automated 5-96 Gallon Carts Weekly	0	0	0	0	4	0
Automated 6-96 Gallon Carts Weekly	0	0	0	0	2	0
Automated 10-96 Gallon Carts Weekly	0	0	0	0	0	0
Additional Sunken Cans, each						
1- 32 Gallon Sunken Can Every Other Week						
Two 32 Gallon Sunken Cans Every Other Week						
1- 32 Gallon Sunken Can Monthly						
Automated 1-32 Gallon Cart Once Per Month-Carryout	0	0	0	0	0	0
Automated 1-32 Gallon Cart Weekly-Carryout	6	6	6	7	9	12
Automated 2-32 Gallon Cart Weekly-Carryout	0	0	0	0	0	0
Automated 1-64 Gallon Cart Weekly-Carryout	5	5	6	5	5	5
Automated 2-64 Gallon Carts Weekly-Carryout	1	1	1	0	1	1
Automated 1-96 Gallon Cart Weekly-Carryout	7	7	6	7	8	9
Automated 2-96 Gallon Cart Weekly - Carryout		1	1	1	2	1
Automated 4-96 Gallon Cart Weekly-Carryout	3	3	3	3	4	3

CONTAINER SERVICES

CONTAINERS

	Weekly Frequency	2013	2014	2015	2016	2017	2018
Access 1 /Wk	1	385	351	312	419	392	423
Access 2 /Wk	2	171	148	147	169	172	184
Access 3 /Wk	3	58	59	62	71	77	90
Access 4 /Wk	4	13	20	23	15	21	23
Access 5 /Wk	5	6	7	6	3	2	4
Access 6 /Wk	6	4	0	10	7	6	5
Access 7 /Wk		0		0	0		
Access 8 /Wk		0		0	0		
Access 9 /Wk		0		0	0		
Access 10 /Wk		0		0	0		
Lock 1 /Wk	1	21	22	16	18	18	17
Lock 2 /Wk	2	3	1	2	1	1	1
Lock 3 /Wk	3						1
Lock 6 /Wk	6	0	0	0	0	0	0
Rollout 1 /Wk	1	358	340	276	410	289	407
Rollout 2 /Wk	2	108	108	106	139	141	159
Rollout 3 /Wk	3	36	50	47	59	66	67
Rollout 4 /Wk	4	7	19	21	8	11	13
Rollout 5 /Wk	5	4	4	6	3	1	3
Rollout 6 /Wk	6	0	0	8	6	6	6
Rollout 8 /Wk		0		0	0		
Rollout 9 /Wk		0		0	0		
Rollout 10 /Wk		0		0	0		
Rollout 14 /Wk		0		0	0		
1 Yard Service	1	358	362	355	347	342	338
1 Yard Service	2	8	7	7	6	5	6
1 Yard Service	3	0	0	0	1	0	0
1 Yard Service	4	0	0	0	0	0	0
1 Yard Service	5	1	1	1	0	0	0
1 Yard Service	6	0	0	0	0	0	0
1 1/2 Yard Service	1	164	166	159	156	145	150
1 1/2 Yard Service	2	4	5	7	5	7	7
1 1/2 Yard Service	3	1	1	0	0	0	0
1 1/2 Yard Service	4	1	1	1	1	1	1
1 1/2 Yard Service	5	0	0	0	0	0	0
1 1/2 Yard Service	6	0	0	0	0	0	0
2 Yard Service	1	379	385	382	400	397	408
2 Yard Service	2	68	62	66	66	69	71
2 Yard Service	3	7	8	7	7	8	9
2 Yard Service	4	2	2	3	6	2	2
2 Yard Service	5	0	0	0	0	3	2
2 Yard Service	6	1	2	2	0	0	3
3 Yard Service	1	296	293	284	300	296	303
3 Yard Service	2	66	66	69	71	35	69
3 Yard Service	3	23	23	26	29	3	33
3 Yard Service	4	6	7	7	6	2	7
3 Yard Service	5	1	0	0	2	2	2
3 Yard Service	6	1	1	1	1	0	2
4 Yard Service	1	260	260	264	273	273	286

WASTE CONNECTIONS INC.
VANCOUVER FACILITY

Customer Census #3

Customer CENSUS

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

4 Yard Service	2	110	120	131	135	148	154
4 Yard Service	3	60	64	55	59	58	67
4 Yard Service	4	5	5	5	7	15	16
4 Yard Service	5	3	3	4	3	3	3
4 Yard Service	6	4	4	3	5	4	3
5 Yard Service	1	2	2	2	2	2	2
5 Yard Service	2	0	0	0	0	0	0
5 Yard Service	3	0	0	0	0	0	0
5 Yard Service	4	0	0	0	0	0	0
5 Yard Service	5	0	0	0	0	0	0
5 Yard Service	6	0	0	0	0	0	0

CONTAINERS

Weekly							
Frequency	2013	2014	2015	2016	2017	2018	
1	116	122	135	135	134	139	
2	57	56	53	52	57	57	
3	9	9	13	11	13	13	
4	4	4	0	4	5	5	
5	0	0	1	1	1	0	
6	0	0	0	0	0	1	
1	68	62	62	64	69	71	
2	32	28	27	27	29	30	
3	7	4	6	6	10	12	
4	1	1	1	1	1	1	
5	0	1	1	1	0	0	
6	1	1	1	1	0	0	

COMPACTING CONTAINERS

COMPACTING CONTAINERS		2013	2014	2015	2016	2017	2018
1 Yard Service	1	0		0	0	0	0
1 Yard Service	2	0	0	0	0	0	0
1 Yard Service	3	0	0	0	0	0	0
1 Yard Service	4	0	0	0	0	0	0
1 Yard Service	5	0	0	0	0	0	0
1 Yard Service	6	0	0	0	0	0	0
1 1/2 Yard Service	1	0	1	1	1	1	1
1 1/2 Yard Service	2	0	0	0	0	0	0
1 1/2 Yard Service	3	0	0	0	0	0	0
1 1/2 Yard Service	4	0	0	0	0	0	0
1 1/2 Yard Service	5	0	0	0	0	0	0
1 1/2 Yard Service	6	0	0	0	0	0	0
2 Yard Service	1	8	7	26	11	10	15
2 Yard Service	2	5	8	0	8	8	5
2 Yard Service	3	1	1	0	1	1	1
2 Yard Service	4	0	0	0	0	0	0
2 Yard Service	5	0	0	0	0	0	0
2 Yard Service	6	0	0	0	0	0	0
3 Yard Service	1	3	0	14	3	3	3
3 Yard Service	2	3	2	0	6	2	2
3 Yard Service	3	3	2	0	1	1	1
3 Yard Service	4	0	0	0	0	0	0
3 Yard Service	5	0	0	0	0	0	0
3 Yard Service	6	0	0	0	0	0	0
4 Yard Service	1	7	7	19	8	12	7
4 Yard Service	2	1	1	0	3	3	6
4 Yard Service	3	1	1	0	0	0	0
4 Yard Service	4	1	1	0	1	1	1
4 Yard Service	5	0	0	0	0	0	0
4 Yard Service	6	0	0	0	0	0	0
4 Yard Service	ON CALL	1	0	0	1	1	0
6 Yard Service	1	0	0	2	0	0	2
6 Yard Service	2	4	2	0	1	1	1
6 Yard Service	3	0	0	0	0	0	0
6 Yard Service	4	0	0	0	0	0	0
6 Yard Service	5	0	0	0	0	0	0
6 Yard Service	6	0	0	0	0	0	0

ADDITIONAL ITEMS

RESIDENTIAL

	2015	2016	2017	2018
Return Trip Fee	27	40	22	17

WASTE CONNECTIONS INC.
VANCOUVER FACILITY

Customer Census #3

Customer CENSUS

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

32-gallon Wheeled cart rent (for YD service, if requested)	0	0	0	0
64-gal cart rental	0	0	0	0
Wheeled Cart - 96-gallon	0	0	0	0
Cart Delivery - Subsequent	1	24	21	22

COMMERCIAL - SPECIAL/OPTIONAL SERVICES

	2015	2016	2017	2018
Extra Cart, 32-gallon equivalent @ the curb				
Extra Can, 32-gallon equivalent @ carry out				
Return Trip Fee	3	7	2	5
Wheeled Cart - 32-gallon	0	0	0	0
Wheeled Cart - 64-gallon	0	0	0	0
Wheeled Cart - 96-gallon	0	0	0	0
Cart Delivery - Subsequent	0	1	0	2
steam cleaning of container - per yard basis minimum charge	0	0	0	0

CONTAINER SERVICE: OPTIONAL/MISCELLANEOUS CHARGES

	2015	2016	2017	2018
One Time delivery/pickup/disposal of 3 yard "Rent A Bin"	17	10	12	7
Extra "Rent A Bin" Pick Up	2	6	2	1
Return Trip (Blocked Container etc.)	57	51	38	36
Lock Charge (If automatic system used)	0	0	0	0
Lock Charge (If manual system used), per collection	19	18	19	22 x4.33
Roll Out Charge, greater than 15 feet, per collection	926	477	960	1009 x4.33
Roll Out Charge, greater than 20 feet	0	0	0	1
Steam Cleaning Charge, per container	4	5	5	0
Overfilled/extra yardage, per yard (or portion thereof), per event	604	434	473	422
Subsequent deliveries/moves/replacements (per trip)	41	27	21	20
Accessibility Charge (per collection)	1051	562	1095	1189 x4.33
Late Fee--1.5% of balance outstanding at 30 days past due date				
Vacation Allowance Minimum Period of Two Weeks Maximum of Three Vacations Per Year				

DROP BOX SERVICES

DROP BOX SERVICE

	2015	2016	2017	2018
10 Yard, Per Empty/Return	0	0	0	0
15 Yard, Per Empty/Return	9	9	13	11
20 Yard, Per Empty/Return	206	230	179	188
25 Yard, Per Empty/Return	0	0	0	0
30 Yard, Per Empty/Return	192	261	172	192
35 Yard, Per Empty/Return	0	0	0	0
40 Yard, Per Empty/Return	194	190	175	237

COMPACTOR SERVICE

	2015	2016	2017	2018
10 Yard, Per Empty/Return	0	0	0	0
15 Yard, Per Empty/Return	50	54	58	50
20 Yard, Per Empty/Return	95	92	97	89
25 Yard, Per Empty/Return	70	45	66	64
30 Yard, Per Empty/Return	116	126	113	120
35 Yard, Per Empty/Return	0	0	0	0
40 Yard, Per Empty/Return	33	42	32	49

Plus Disposal Pass Through at Amount of Tipping Fees

DROP BOX TICKET CHARGES

	2015	2016	2017	2018
Standard Box Rental, per day Monthly Maximum	7,626	5,635	8204	5891
Special/Modified Box Rental (Lid/Screen/Winch, etc.), per day Monthly Maximum	2,431	2,386	2333	3010

WASTE CONNECTIONS INC.
VANCOUVER FACILITY

Customer Census #3

Customer CENSUS

SINGLE-FAMILY/MULTIFAMILY CAN/CART SERVICES

Box Placement/Move on site	167	137	143	127
Mileage after first 10 miles, per mile	253	75	45	75 comp repair:
Standby time, after first 10 minutes, per minute	1,465	481	675	760 minutes
"Check Only" Service, Per container	0	0	0	0
Return Trip Charge, per container	91	82	81	57
Locking System Billed at Materials, plus Labor, per hour	0	0	0	0
Late Fee--1.5% of balance outstanding at 30 days past due date				

YARD DEBRIS SERVICE: RESIDENTIAL, MULTIFAMILY, AND COMMERCIAL

	2015	2016	2017	2018
Basic Subscription, with 64 Gallon Cart	19,234	20,145	20472	20448
1st 32 Gallon Equivalent (or portion thereof)*	0	0	0	0
Additional 32 Gallon Equivalents (or portions thereof), each	964	1,098	1098	926
Service Restart Fee, within one year of last service	3	4	3	2
Subscription Service, On Call without 64 Gallon Cart - (per pick-	2,626	2,630	1404	3263
Rental for Additional 64 gallon Cart	5,809	6,266	7023	7379
Cart Replacement Fee	0	0	0	0
Cart Delivery, initial	0	0	0	0
Cart-Delivery, subsequent	2	6	2	5

Late Fee--1.5% of balance outstanding at 30 days past due date
Vacation Allowances in conjunction with can service vacations only

Drop Boxes will be available for large residential or commercial yard debris needs. Service charges will be the same as for regular drop box service, except that disposal will be charged at the current debris rate.

*The contractor may substitute a 96 gallon cart for a 64 gallon cart. If a 96 gallon cart is supplied, the first and subsequent extra bags are all charged the extra rate.

BULKY ITEM PICK-UP

	2015	2016	2017	2018
Stove	0	1	1	2
Washing Machine	0	0	6	7
Dryer	0	1	2	6
Water Heater	0	0	4	1
Refrigerator	2	7	19	22
Freezer	0	0	0	0
Sofa	16	62	60	48
Chair	11	47	0	33
Mattress or Box Springs	68	110	127	127
Tires: Auto or Light Truck On Rim/Off Rim	1	0	0	0
Off Rim	7	1	0	0
Tires: Bus or Heavy Truck On Rim	0	0	0	0
Off Rim	0	0	0	0
Other Bulky Items	50	128	219	68

HOURLY EQUIPMENT RENTAL, PER HOUR

(Assumes one person and truck)

Sideload Compactor Truck

Front Load Compactor Truck	0	0	0	0
Roll Off Truck	0	0	0	0
Extra Labor, per person	0	0	0	0
	0	0	0	0

Recycling Fee Calcs #4

2019 SINGLE FAMILY CONTRACT RATE ADJUSTMENT

2019 Single Family Recycling Compensation

Current Fee 2018	\$2.90	per month/household
Number of Households:	45,425	Average Jan-Jun '18
Est. Annual Fee Revenue:	\$1,580,790.00	75.91%
Current Sales Revenue Rate:	\$39.50	per ton collected (2016)
Most recent year Tonnage:	12,698.70	Tons in 2017
Est. Market Revenue:	\$501,598.65	24.09%
Total Compensation:	\$2,082,388.65	100.00%

2019 Adjustment Calculation:

IAF	Blended index (fuel/CPI)	3.91%
Current Fee (2018)	\$2.90	per month/household
Increase (decrease) w/ IAF	\$0.11	3.79%
Adjusted Fee (2019)	\$3.01	If Option A selected
Marginal Revenue/Loss from adjustment:	\$59,961.00	based on above household count x 12 mo.
Tonnage increment to match:	\$4.72	per ton based on 2017 tonnage (above)

Options for 2019:

A	Adjustment to Household Monthly Fee:	Customer Rate Increase
	2018	\$2.90
	2019	\$3.01
		3.79%
OR		
B	Adjustment to Per Ton Fee:	City adjusts per ton payment:
	2018	\$39.50
	2019	\$44.22
		11.95%
OR		
C	Adjustment to Per Ton Fee & City Fee:	City holds per ton payment:
	2019 Household Fee	\$2.90
	2019 City Fee Added:	-\$59,961.00
	2019 Per Ton Fee	\$39.50
		0.00% increase
		\$0.00

Reference WCI contract section 4.3 - Compensation Adjustments

2019 MULTI-FAMILY CONTRACT RATE ADJUSTMENT

2019 Multi-Family Recycling Compensation

Current Fee 2018	\$1.24	per month/MF unit
Number of Households/Units:	<u>27,040</u>	Average Jan-Jun '18
Est. Annual Fee Revenue:	\$402,355.20	82.47%
Current Sales Revenue Rate:	<u>\$39.50</u>	per ton collected (2016)
Most recent year Tonnage:	<u>2,165.40</u>	Tons in 2017
Est. Market Revenue:	\$85,533.30	<u>17.53%</u>
Total Compensation:	\$487,888.50	100.00%

2018 Adjustment Calculation:

IAF	Blended index (fuel/CPI)	<u>3.91%</u>
Current Fee (2018)	\$1.24	per month/household
Increase (decrease) w/ IAF	<u>\$0.05</u>	4.03%
Adjusted Fee (2019)	\$1.29	<i>If Option A selected</i>
Marginal Revenue/Loss from adjustment:	\$16,224.00	based on above unit count x 12 mo.
Tonnage increment to match:	\$7.49	per ton based on 2017 tonnage (above)

Options for 2019:

<u>A</u>	Adjustment to Household Monthly Fee:	<i>Customer Rate Increase</i>
	2018 \$1.24	
	2019 \$1.29	4.03% increase
<i>OR</i>		
<u>B</u>	Adjustment to Per Ton Fee:	<i>City increases per ton payment:</i>
	2018 \$39.50	\$16,200.00
	2019 \$46.99	18.97% Increase
<i>OR</i>		
<u>C</u>	Adjustment to Per Ton Fee & City Fee:	<i>City increases per ton payment:</i>
	2019 Household Fee \$1.24	
	2019 City Fee Added: -\$16,224.00	
	2019 Per Ton Fee \$39.50	0.00% increase \$0.00

Reference WCI contract section 4.3 - Compensation Adjustments

Processing Surcharge 4.1.9 #5

Basis for Setting Surcharge For New Processing Fee at West Van MRF - based on Actual Capture

1/16/19 update

Data from WCW monthly Collection Reports

Quarter	Month	Single Family			Payment to WCW \$39.50/ton	Multi Family			Payment to WCW \$39.50/ton	COMBINED REV/(PAYMNTS)
		Tons	HH	Lbs/HH		Tons	Units	Lbs/Unit		
Q4 - 2017	17-Oct	1,070.03	42,278	50.62	-\$42,266.19	180.06	26,462	13.61	-\$7,112.37	
	17-Nov	1,070.18	45,211	47.34	-\$42,272.11	181.47	26,702	13.59	-\$7,168.07	
	17-Dec	1,062.59	45,249	46.97	-\$41,972.31	176.51	26,743	13.20	-\$6,972.15	
	(total/avg)	3,202.80	44,246	48.26	-\$126,510.60	538.04	26,636	13.47	-\$21,252.58	
Q1 - 2018	18-Jan	1,185.64	45,158	52.51	-\$46,832.78	324.01	26,900	24.09	-\$12,798.40	
	18-Feb	1,149.03	45,275	50.76	-\$45,386.69	296.32	26,900	22.03	-\$11,704.64	
	18-Mar	998.68	45,300	44.09	-\$39,447.86	309.54	26,962	22.96	-\$12,226.83	
	(total/avg)	3,333.35	45,244	49.12	-\$131,667.33	929.87	26,921	23.03	-\$36,729.87	
Q2 - 2018	18-Apr	991.02	45,513	43.55	-\$39,145.29	294.17	26,962	21.82	-\$11,619.72	
	18-May	1,059.89	45,594	46.49	-\$41,865.66	301.01	27,040	22.26	-\$11,889.90	
	18-Jun	1,010.36	45,711	44.21	-\$39,909.22	295.40	27,040	21.85	-\$11,668.30	
	(total/avg)	3,061.27	45,606	44.75	-\$120,920.17	890.58	27,014	21.98	-\$35,177.91	
Q3 - 2019	18-Jul	1,024.08	45,654	44.86	-\$40,451.16	338.48	27,095	24.98	-\$13,369.96	
	18-Aug	1,027.47	45,761	44.91	-\$40,585.07	305.15	27,077	22.54	-\$12,053.43	
	18-Sep	864.63	45,738	37.81	-\$34,152.89	291.17	27,076	21.51	-\$11,501.22	
	(total/avg)	2,916.18	45,718	42.52	-\$115,189.11	934.80	27,083	23.01	-\$36,924.60	
Last 12 MONTHS		12,513.60	45,204	46.14	-\$494,287.20	3,293.29	26,913	20.39	-\$130,084.96	
		City Tons/12 months								15,806.89

Proposed Processing Fee (DRAFT)

Estimated Gain or (Loss) Processing Only

Estimated Gain or (Loss) Processing Only

-\$68.91 /ton

From "Draft Processing Revenue Model" md v1.4 12318 (cell E26)

Calculated Processing Surcharge

increase to 2019 rate:

Single Family Rate/HH

\$1.59 /mo

49.7%

Current

\$3.20 *

New

\$4.79

Multi-Family Rate/unit/mo

\$0.70 /mo

54.5%

Current

\$1.29

New

\$1.99

Revenue

Q4

\$

-

Q1

\$

-

Q2

\$

-

Q3

\$

-

\$

-

Net Income to City last 4 quarters:

-\$624,372.16

City Revenue Per Ton:

-\$39.50

* Note the "Current" amount includes \$0.19 added with the new contract

\$68.91 per ton Processing fee is based on Mike D 1/4/19 updated analysis

Impact of Alternative Implementation Dates:

	# of Months Fee is Due	# of Months Surcharge Collected	Multiplier	Curbside Surcharge	New Total	Impact on Typical SF Household *	MF Surcharge
February 1st	11	9	1.22	\$1.94	\$26.32	8.8%	\$0.86
February 15th	10.5	9	1.17	\$1.85	\$26.23	8.5%	\$0.82
March 1st	10	9	1.11	\$1.77	\$26.14	8.1%	\$0.78
March 15th	9.5	9	1.06	\$1.68	\$26.05	7.7%	\$0.74
April 1st	9	9	1.00	\$1.59	\$25.97	7.4%	\$0.70

* Impact on Typical Single Family Household based on 32-gal. per week (no YD) - currently:

\$24.19 /mo

+

\$0.19

Impact on Typical Single Family Household based on 32-gal. per week (w/ YD) - currently:

\$31.62 /mo

2019 Disposal Component Fees #6
City of Vancouver, Washington
Commercial Garbage Service Fee Components (Collection v. Disposal)
Effective January 1, 2019

2/1/2019 12:21 Contact Tanya G. for Updates/Questions

COMMERCIAL GARBAGE CONTAINER SERVICES

CONTAINERS	FREQUENCY (Pick-ups/wk.)	COMBINED MONTHLY RATES	Rate Components		Percent Disposal
			Collection	Disposal	
1 Yard Service	one time	\$131.24	\$104.03	\$27.21	20.7%
1 Yard Service	two times	\$262.48	\$208.05	\$54.43	20.7%
1 Yard Service	three times	\$393.72	\$312.08	\$81.64	20.7%
1 Yard Service	four times	\$524.96	\$416.09	\$108.87	20.7%
1 Yard Service	five times	\$656.20	\$520.12	\$136.08	20.7%
1 Yard Service	six times	\$787.44	\$624.14	\$163.30	20.7%
1 1/2 Yard Service	one time	\$164.05	\$123.23	\$40.82	24.9%
1 1/2 Yard Service	two times	\$328.10	\$246.46	\$81.64	24.9%
1 1/2 Yard Service	three times	\$492.15	\$369.67	\$122.48	24.9%
1 1/2 Yard Service	four times	\$656.20	\$492.90	\$163.30	24.9%
1 1/2 Yard Service	five times	\$820.25	\$616.13	\$204.12	24.9%
1 1/2 Yard Service	six times	\$984.30	\$739.36	\$244.94	24.9%
2 Yard Service	one time	\$196.86	\$142.43	\$54.43	27.6%
2 Yard Service	two times	\$393.72	\$284.85	\$108.87	27.7%
2 Yard Service	three times	\$590.58	\$427.28	\$163.30	27.7%
2 Yard Service	four times	\$787.44	\$569.71	\$217.73	27.7%
2 Yard Service	five times	\$984.30	\$712.14	\$272.16	27.7%
2 Yard Service	six times	\$1,181.16	\$854.56	\$326.60	27.7%
3 Yard Service	one time	\$262.48	\$180.84	\$81.64	31.1%
3 Yard Service	two times	\$524.96	\$361.66	\$163.30	31.1%
3 Yard Service	three times	\$787.44	\$542.50	\$244.94	31.1%
3 Yard Service	four times	\$1,049.92	\$723.32	\$326.60	31.1%
3 Yard Service	five times	\$1,312.40	\$904.16	\$408.24	31.1%
3 Yard Service	six times	\$1,574.88	\$1,084.99	\$489.89	31.1%
4 Yard Service	one time	\$328.10	\$219.23	\$108.87	33.2%
4 Yard Service	two times	\$656.20	\$438.47	\$217.73	33.2%
4 Yard Service	three times	\$984.30	\$657.70	\$326.60	33.2%
4 Yard Service	four times	\$1,312.40	\$876.94	\$435.46	33.2%
4 Yard Service	five times	\$1,640.50	\$1,096.17	\$544.33	33.2%
4 Yard Service	six times	\$1,968.60	\$1,315.41	\$653.19	33.2%
6 Yard Service	one time	\$459.34	\$296.04	\$163.30	35.6%
6 Yard Service	two times	\$918.68	\$592.08	\$326.60	35.6%
6 Yard Service	three times	\$1,378.02	\$888.13	\$489.89	35.6%
6 Yard Service	four times	\$1,837.36	\$1,184.17	\$653.19	35.6%
6 Yard Service	five times	\$2,296.70	\$1,480.21	\$816.49	35.6%
6 Yard Service	six times	\$2,756.04	\$1,776.25	\$979.79	35.6%
8 Yard Service	one time	\$590.58	\$372.85	\$217.73	36.9%
8 Yard Service	two times	\$1,181.16	\$745.70	\$435.46	36.9%
8 Yard Service	three times	\$1,771.74	\$1,118.55	\$653.19	36.9%
8 Yard Service	four times	\$2,362.32	\$1,491.40	\$870.92	36.9%
8 Yard Service	five times	\$2,952.90	\$1,864.25	\$1,088.65	36.9%
8 Yard Service	six times	\$3,543.48	\$2,237.10	\$1,306.38	36.9%

COMPACTERS	FREQUENCY (Pick-ups/wk.)	COMBINED MONTHLY RATES	Rate Components		Percent Disposal
			Collection	Disposal	
1 Yard Service	one time	\$294.57	\$199.32	\$95.25	32.3%
1 Yard Service	two times	\$589.14	\$398.63	\$190.51	32.3%
1 Yard Service	three times	\$883.71	\$597.94	\$285.77	32.3%
1 Yard Service	four times	\$1,178.28	\$797.25	\$381.03	32.3%
1 Yard Service	five times	\$1,472.85	\$996.57	\$476.28	32.3%
1 Yard Service	six times	\$1,767.42	\$1,195.88	\$571.54	32.3%
1 1/2 Yard Service	one time	\$368.21	\$225.33	\$142.88	38.8%
1 1/2 Yard Service	two times	\$736.43	\$450.66	\$285.77	38.8%
1 1/2 Yard Service	three times	\$1,104.64	\$675.98	\$428.66	38.8%
1 1/2 Yard Service	four times	\$1,472.85	\$901.31	\$571.54	38.8%
1 1/2 Yard Service	five times	\$1,841.06	\$1,126.64	\$714.43	38.8%
1 1/2 Yard Service	six times	\$2,209.28	\$1,351.97	\$857.31	38.8%
2 Yard Service	one time	\$441.86	\$251.34	\$190.51	43.1%
2 Yard Service	two times	\$883.71	\$502.68	\$381.03	43.1%
2 Yard Service	three times	\$1,325.57	\$754.02	\$571.54	43.1%
2 Yard Service	four times	\$1,767.42	\$1,005.36	\$762.06	43.1%
2 Yard Service	five times	\$2,209.28	\$1,256.70	\$952.57	43.1%
2 Yard Service	six times	\$2,651.13	\$1,508.04	\$1,143.09	43.1%
3 Yard Service	one time	\$589.14	\$303.37	\$285.77	48.5%
3 Yard Service	two times	\$1,178.28	\$606.74	\$571.54	48.5%
3 Yard Service	three times	\$1,767.42	\$910.11	\$857.31	48.5%
3 Yard Service	four times	\$2,356.56	\$1,213.47	\$1,143.09	48.5%
3 Yard Service	five times	\$2,945.70	\$1,516.85	\$1,428.85	48.5%
3 Yard Service	six times	\$3,534.84	\$1,820.22	\$1,714.62	48.5%
4 Yard Service	one time	\$736.43	\$355.40	\$381.03	51.7%
4 Yard Service	two times	\$1,472.85	\$710.79	\$762.06	51.7%
4 Yard Service	three times	\$2,209.28	\$1,066.19	\$1,143.09	51.7%
4 Yard Service	four times	\$2,945.70	\$1,421.60	\$1,524.10	51.7%
4 Yard Service	five times	\$3,682.13	\$1,776.99	\$1,905.13	51.7%
4 Yard Service	six times	\$4,418.55	\$2,132.39	\$2,286.16	51.7%
6 Yard Service	one time	\$1,031.00	\$459.45	\$571.54	55.4%
6 Yard Service	two times	\$2,061.99	\$918.90	\$1,143.09	55.4%
6 Yard Service	three times	\$3,092.99	\$1,378.37	\$1,714.62	55.4%
6 Yard Service	four times	\$4,123.98	\$1,837.82	\$2,286.16	55.4%
6 Yard Service	five times	\$5,154.98	\$2,297.27	\$2,857.71	55.4%
6 Yard Service	six times	\$6,185.97	\$2,756.72	\$3,429.25	55.4%
8 Yard Service	one time	\$1,325.57	\$563.51	\$762.06	57.5%
8 Yard Service	two times	\$2,651.13	\$1,127.03	\$1,524.10	57.5%
8 Yard Service	three times	\$3,976.70	\$1,690.53	\$2,286.16	57.5%
8 Yard Service	four times	\$5,302.26	\$2,254.04	\$3,048.22	57.5%
8 Yard Service	five times	\$6,627.83	\$2,817.55	\$3,810.28	57.5%
8 Yard Service	six times	\$7,953.39	\$3,381.07	\$4,572.32	57.5%

COMMERCIAL GARBAGE CAN SERVICES

BASIC CURB SERVICE	COMBINED MONTHLY RATES	Rate Components		Percent Disposal
		Collection	Disposal	
One 20 Gallon Can Weekly	\$16.03	\$11.63	\$4.40	27.4%
One 20 Gallon Can Every Other Week	\$12.82	\$9.05	\$3.77	29.4%
One 32 Gallon or Can Weekly	\$21.37	\$14.46	\$6.91	32.3%
Two 32 Gallon Cans Weekly	\$42.74	\$32.28	\$10.46	24.5%
Three 32 Gallon Cans Weekly	\$64.11	\$51.33	\$12.78	19.9%
Additional 32 Gallon Cans (or equivalent)	\$21.37	\$16.77	\$4.60	21.5%
One 32 Gallon Can Every Other Week	\$16.03	\$10.79	\$5.24	32.7%
Two 32 Gallon Cans Every Other Week	\$21.37	\$13.29	\$8.08	37.8%
One 32 Gallon Can Once Per Month	\$9.62	\$6.43	\$3.19	33.2%

Background

Under Section 2.11 of the City's Comprehensive Contract with Waste Connections, the contractor provides receptacles and collection services at no charge. The City pays the disposal costs (through a Waste Connections billing) for just the disposal component. Similarly, special event organizers pay just disposal. This chart summarizes, from the City's rate model, the amounts to be charged for this service.

City Facilities Listed (23):

Westside Trmnt.
 City Hall
 Police Building
 Operations Center
 Water Center
 Park Hill Cem.
 Fire Station 86
 Fire Station 85
 Fire Station 83
 Fire Station 84
 Fire Station 82
 Fire Station 81
 Fire Station 80
 Fire Station 79
 Fire Station 78
 Fire Station 77
 Fire Station 76
 Fire Station 75
 Fire Station 74
 Fire Station 73
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 Fire Station 16
 Fire Station 15
 Fire Station 14
 Fire Station 13
 Fire Station 12
 Fire Station 11
 Fire Station 10
 Fire Station 9
 Fire Station 8
 Fire Station 7
 Fire Station 6
 Fire Station 5
 Fire Station 4
 Fire Station 3
 Fire Station 2
 Fire Station 1
 Fire Station 0

Special Events Listed (6):

Farmers Market
 Ghost Stories
 Fort Vancouver Days
 International Festival
 Uptown Village Street Fest.
 Discovery Walks

Ref Contract section 3.2.10 - City Services Lists
 to be updated with new contract
 Exhibit F

Updated 3-2011

Exhibit E:

**Initial Year Contamination Reduction Plan
for Recyclables and Organics
Waste Connections of Washington
& City of Vancouver
2019**

This document details how Waste Connections of Washington (WCW) will undertake and implement efforts and practices in the current year to address contamination in carts set at the curb by residential, multifamily and commercial/industrial customers for scheduled collection of source-separated materials in the City of Vancouver. It is intended that the outlined approach fulfills requirements detailed in contract sections 3.1.12 and 3.3.5 (both appended to this plan). The document will be reviewed and refined over time on the basis of data, results and feedback from the program so that proposed improvements will be linked to regional and state goals and outcomes for reducing the occurrence of both improperly prepared materials, non-target materials, as well as other contaminants found in individual set-outs in the recyclables and organics streams delivered to processing facilities.

Though some aspects of the Contamination Reduction Plan (CRP) in Vancouver may differ slightly from strategies undertaken in other Clark County jurisdictions and programs, there is an expectation that WCW and the City will work closely with Clark County and other partner cities to deliver consistent monitoring and messages region-wide to both assess and communicate on how all households can improve practices targeting “Recycle Right” behaviors. Contamination of recycling is a nationwide challenge and it has been demonstrated that effective solutions require deployment of local as well as “at the curbside” feedback strategies for customers ([The Recycling Partnership](#)).

I. Proactive Recyclable and Compostable Material Quality Assurance Measures

Waste Connections has the lead in understanding and communicating to residential customers information on material quality expectations at the processing center and organics composting sites. Local partners will align these messages with consistent regional best management practices to ensure material quality for both recycling and organics collection. This will include color coded carts and containers that are properly labeled. Education to the customer with initiation of a new account or in response to general inquiries on proper recycling practices will include an initial conversation with Customer Service about what materials can go in the recycling cart and what can go in the Organics cart. New customers will receive a detailed guide (i.e. brochure) on acceptable materials for both Recycling and Organics (if signed up) providing clear information on programs and guidance on material preparation and set-out. Brochure(s) and related items will include information on each program’s targeted materials as well as the top contaminants to keep out of carts and other service related information such as time of set out and placement at curb.

Education Pieces and Activities - develop in collaboration with City and County partners:

- Recycle Guide(s)
- Organics Guide(s)
- Decals/IML with Program Materials/Color-coded receptacles
- Cart tags for curbside team
- Annual (Fall) Recycling Refresher that will include graphical guides as well as information on hard to recycle items and pertinent recycle program updates or issues
- Advertising in appropriate publications, such as Messenger, Reflector, Post Record, Columbian
- Social Media posts addressing recycling education
- Websites
- Bill Inserts
- Staff participation and outreach at events such as HGIF, RAF, Old Apple Tree Festival, Watershed Festival, Sturgeon Festival, Farmers Market, RecycleU classes and tours, and neighborhood or other meetings
- Translations of key materials
- Countertop pails for Organics separation offered at program onset
- Annual work plans will identify aspects specifically related to contamination reduction in recycling and organics

II. Ongoing Cart Tagging Process for Direct Outreach to Single Family Customers at Point of Set-Out:

In addition to the pro-active ongoing outreach and education Waste Connections provides from Customer Service and the Education team, summarized above (I.), there will be a plan to address contamination found in recycling and organics carts left at the curb. This effort involves two components: A) as duties allow, drivers will observe carts being collected and B) members of the Education Team will undertake an annual plan to routinely inspect carts along selected routes in the City to both address known problem areas and provide rotating inspections across all areas of the City on a two year cycle – with the goal of looking into carts of roughly half the City’s curbside recycling/organics customers each year (about 25,000 +/- single family set-outs). One position (FTE) will be dedicated to the City’s contract to compose the Education Cart Tagging team (CT) and it is anticipated that the County’s contract may dedicate an additional position (FTE). These two individuals are expected to serve as the primary resource for undertaking this ongoing inspection and feedback effort (including planning and data analysis functions) with minimal impact on other Education team duties; though there is expected to be some crossover/cross training. It is acceptable to have both FTE working some days

along City routes and other days along County routes so that both jurisdictions benefit equally from the combined efforts.

Before the Education Cart Tagging team (CT) starts inspections there will be PR sent out from WCW and the City of Vancouver/Clark County in regards to the new process and why we are doing it. This can include explanations of why materials are targeted for collection in the program and why some non-target materials are serious contaminants and harm the system. PR may include a press release, bill insert, website, Facebook and a possible call blast as CT inspections are planned for particular routes.

A - Cart Tagging Process for Residential Drivers:

Recycling drivers will continue to tag customers when they observe more than *de minimis* volumes of contamination in customer carts; if the driver observes contamination on approach to the cart or in the process of tipping the cart. These observations will be reported on route notes and reviewed by CT team for appropriate follow-up. If and when route notes indicate needed driver actions (inspect before tipping, leave a “2nd warning” tag, leave a “no collect tag”, etc.) the appropriate action will be followed. Drivers, CT staff and/or CRC staff at West Van observing route deliveries will coordinate to reach areas or routes that are more problematic to assist with targeted outreach and inspection scheduling.

B - Cart Tagging Process For Education Team (Single Family) and Progressive Response:

As noted, the Education Department will hire 1 additional FTE in the Spring of 2019 to address contamination and cart tagging at the curb in coordination with City of Vancouver staff. A more detailed plan with schedule and procedure for inspections, progressive response and expounded strategy will be completed by July 1, 2019. The CT will also work with West Van on contaminated loads that come in. Once a quarter, visual inspections of loads arriving at the processing center will take place and targeted education to specific routes may occur.

Problem routes will get a more thorough inspection by this new staff member(s)/CT multiple times during the year and after they are identified by either visual load inspections at the transfer station, or by feedback from ride-alongs and drivers.

When a cart is contaminated CT will tag the customer with the type of contaminant indicated to let customer know what to remove and how to find out more about recycling or disposing in the community. A customer can receive up to three successive warning tags with clear direction of what the next step will be. The fourth tag may result in the customer’s cart being charged as garbage. The fifth occurrence could result in the customer’s cart being removed by Waste Connections.

The CT team will develop direct outreach procedures that have progressive consequences for contamination that may result in the customer being denied access to the recycling program. This procedure will be followed for all non-program materials in the cart. There could be an annual rolling “reset” on the progressive ramp up of response actions – for example if 3 tags had been issued in just 3 months and a fourth tag was not needed until 9 or 10 months after the last tag; the new tag would be counted as new or first tag starting a new 12 month period.

Customers that have had their cart removed due to contamination may get the cart returned if they have:

- Watched an online video and taken a quiz with satisfactory results and/or
- Attended a Recycling 101 class

Deliverables:

CT will track:

- Occurrence of contamination (recycling carts, glass bins, organics carts and target liquids)
- Occurrence of contamination by type of material (film plastic, wood, clothing, etc.)
- Fullness of carts
- Glass bin set outs
- 25,000 customers or half the city population will receive one cart inspection per year

III. Ongoing Cart Tagging and Outreach to Multi-Family Complexes and Their Residents:

A. Cart Tagging Process for Drivers Multi-Family:

If carts are contaminated, drivers will tag the customer noting the type of contaminant and leave the tag while on site with the property manager or radio dispatch with the information. Dispatch will promptly notify the CT/Education Team so that the customer can be notified (that same day or next day) by phone call or in-person site visit that there is an issue to correct.

The property will be required to either remove the recycling contamination or have cart/container(s) dumped as garbage (may result in return trip fees and/or extra garbage pickup).

B. Cart Tagging Process and Other Activities For Education Team (Multi-Family):

The Education Department's MF Educator will address contamination and cart tagging at multi-family complexes in coordination with CT and City of Vancouver staff. Problem routes will get a more detailed inspection by the MF Educator multiple times during the year after they are identified by either visual load inspections at the transfer station, or by feedback from ride-alongs and drivers.

If a property has continued contamination in their cart/container(s) after being charged for extra garbage pickup, then the Education Team will work with the property to develop a site specific outreach effort. The site specific outreach could include additional training and education for their tenants and/or staff. When a property is noncompliant and contamination continues, a contamination fee may be assessed to the account.

CT will assess enclosure/recycling areas for Best Management Practices as part of annual inspection schedule: all commingled recycling in clearly labeled blue 95 gallon carts, dumpster(s) or cage(s) and glass recycling in clearly labeled 65 gallon green carts. As needed, carts will be swapped and labeled correctly and new enclosure signs will be delivered.

IV. Ongoing Program for Addressing Contamination at Commercial/Institutional/Industrial Sites:

A- Cart Tagging Process for Drivers Commercial:

If cart(s)/container(s) are contaminated, drivers will tag the customer with the type of contaminant marked and leave this while on site with the customer know or radio dispatch. Dispatch will promptly notify the CT/Education Team so that the customer can be notified (that same day or next day) by phone call or in-person site visit that there is an issue to correct.

The customer will be required to either remove the recycling/organics contamination or have cart/container(s) dumped as garbage (may result in return trip fees and/or extra garbage pickup).

B. Cart Tagging Process for Education Team Commercial:

The Education Department 's Commercial or Schools Educators will address Recyclables and Organics contamination and undertake cart assessments and tagging at commercial sites in coordination with City of Vancouver staff and the CT. Problem routes or locations will get a more detailed inspection by the Commercial Educator multiple times during the year after they are identified by either visual load inspections at the transfer station, or by feedback from ride-alongs and drivers. Response and coordination will be similar to that outlined for Multi-Family locations.

V. Organics Implementation & Outreach Plan:

City of Vancouver Yard Debris (YD) customers will begin placing food waste in their existing YD carts on October 1, 2019. Between April 1 and the program transition, Waste Connections will schedule monthly or more frequent meetings with City staff to coordinate details and review materials. Clark County staff will be afforded an opportunity to participate in discussions so regional messaging is considered. To effectively implement this change, customers will receive at least the following:

- Organics Postcard to existing customers 6 to 8 weeks prior to program implementation
- Organics Postcard to residents without YD service 6 to 8 weeks prior to program implementation
- Organics Guide sent 2 to 4 weeks prior to program implementation
- New Decal, Kitchen Scraps Pail and Bio-degradable Bags delivered 1 week prior to program implementation

- CS will bring on additional staff or temporary employees and training for this team will be provided so that increased calls can be accommodated in the two months before the program and during the two to three months after the start date, so long as call volumes are sustained.

VI. Data, Analysis, Evaluation and Planning:

Systems will be established prior to July 1, 2019 to collect and manage data related to each of the above sections. CT or other staff will take the lead in summarizing high level outcomes of the CRP efforts in a monthly report submitted along with other reports required under contract section 3.3.4.1 (Monthly Reports). On a quarterly basis, CT staff with support of others will summarize the results and outcomes of the CRP efforts and provide written recommendations for adjustments, if any are needed, to the plans for the following quarters.

At the end of the third quarter, CT or other staff will compile a meaning trend analysis and evaluation of the CRP to date and will assess this with results of the CRC Commodity Allocation study and any residue analysis to assess outcomes and update goals for the CRP. Prior to November 1 (as detailed in contract section 3.1.12), Waste Connections and the City will discuss this evaluation and agree to any changes to make in the plan for the following year (due December 31).

Appendix:

City of Vancouver and Waste Connections of Washington Contract Section 3.1.12 – Recyclable and Compostable Material Quality Assurance

Concurrently with the start of this Contract, the Contractor shall implement a Contamination Reduction Plan for Recyclables and Organics consistent with industry best management practices, as described in Exhibit E for tagging, probationary periods, material rejection, and suspension of service. The Contamination Reduction Plan will address thresholds for when contamination levels trigger Customer contact, when to place a Customer on service probation for possible discontinued collection, when to suspend collection service and remove the subject Carts or Receptacles, and finally but not limited to, procedures to allow a Customer to reinstate and resume service after it has been suspended after following established contamination protocols. The Contractor shall implement the Contamination Reduction Plan consistently for all Customers and shall notify the City via email of any Customer being handled under the protocol. The City and Contractor shall mutually negotiate and agree on a process reflecting current best management practices used regionally for route monitoring for both Single-family Residential and Commercial/Multifamily sectors.

The Contractor and City shall annually review and update these procedures to ensure that contamination problems are addressed promptly, fairly and consistently for all sectors. No later than November 1st of each year of the Contract, the Contractor and/or City shall propose any desired changes to the Contamination Reduction Plan for the following calendar year. The Contractor and City shall mutually agree upon changes to the plan by December 31st of each year to continuously improve material quality.

The City reserves the right to engage in product stewardship, waste prevention activities, regional planning, and/or respond to changing commodity market conditions which may result in one or more materials being removed from the Exhibit C list.

The same collection vehicle may collect Garbage and either Organics and/or Recyclables only if the truck body is designed for co-collection and provides two distinct compartments that prevent Organics or Recyclables from coming into contact with Garbage or any liquids. Trucks used sequentially for more than one collection stream shall be thoroughly cleaned between loads to prevent cross-contamination. The Contractor's use of co-collection vehicles must be approved, in advance, by the Director.

**City of Vancouver and Waste Connections of Washington Contract Section 3.3.5 –
Promotion and Education**

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall designate and commit no less than three full-time equivalent "Recycling Coordinator" positions plus one manager position with an additional annual budget of \$80,000 dedicated to the promotion and education functions of this Contract, exclusive of any Contractor staff assigned to Customer recruitment and sales. While the Contractor has concurrent staffing requirements for Clark County or other regional jurisdiction contracts, it is acceptable to participate in joint work plan development on an annual basis so that responsibilities in various areas are well coordinated among positions. The functional areas of staffing expertise shall include Commercial waste diversion, Single-Family waste diversion, Multifamily Complex tenant and property manager outreach, construction demolition recycling, events, graphics, and school education programs.

All programs shall be designed to reach all Customers, including diverse populations with language and/or cultural barriers. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site Commercial Recycling and Organics technical assistance, distributing City-approved or developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contractor shall print and deliver an annual comprehensive service guide to each Single-Family Residential and Multifamily Complex customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Organics; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites to encourage recycling participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection Receptacles, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, at the Contractor's expense, conduct a site visit within two weeks of the Customer's or tenant's request to review existing services, determine Recycling or Organics potential, and assess space constraints for additional Receptacles.

Any additional promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention and recycling.

Reference: The Recycling Partnership – Contamination resource page:

<https://recyclingpartnership.org/fight-contamination/>

Exhibit F: City Facility List

COV ACCOUNTS WITH DISPOSAL ONLY SERVICES		
ACCT. #	NAME	ADDRESS
1017575	VANCOUVER POLICE DEPT	2325 W MILL PLAIN BLVD
1023441	ANY TIME FITNESS	710 ESTHER ST
1061850	CITY OF VANCOUVER CITY HALL	415 W 6TH ST
1082618	MARINE PARK OPERATIONS	4500 SE COLUMBIA WAY
1087590	VANCOUVER WESTSIDE TREATMENT OPS	2323 W MILL PLAIN BLVD
1121488	CITY OF VANCOUVER	101 E RESERVE ST
1146334	PEARSON AIRPARK	101 E RESERVE ST
1174238	CITY OF VANCOUVER	2323 W MILL PLAIN BLVD
1174244	CITY OF VANCOUVER	2323 W MILL PLAIN BLVD
1174267	CITY OF VANCOUVER	4500 SE COLUMBIA WAY
1209305	CITY OF VANCOUVER	2323 W MILL PLAIN BLVD
1224910	FIRE STATION # 2	2106 NORRIS RD
1224913	FIRE STATION #1	2607 MAIN ST
153137	WALNUT GROVE FIRE STATION #5	7110 NE 63RD ST
369215	SIFTON FIRE STATION #4	6701 NE 147TH AVE
394889	FISHERS LANDING FIRE STATION #9	17408 SE 15TH ST
410994	CASCADE PARK FIRE STATION #8	213 NE 120TH AVE
910022	EASTSIDE OPERATIONS	912 NE 192ND AVE
963308	CLARK COUNTY HISTORICAL MUSEUM	1511 MAIN ST
964279	VANC POLICE ADMINISTRATION	605 E EVERGREEN BLVD
964732	DOWNTOWN FIRE STATION #1	900 W EVERGREEN BLVD
964733	HEIGHTS FIRE STATION #3	1110 N DEVINE RD
964734	BURTON FIRE STATION #6	3216 NE 112TH AVE
964735	WESTSIDE FIRE STATION #2	400 E 37TH ST
964737	VANC FRUIT VALLEY COMM CTR	3203 UNANDER AVE
964739	MARINE PARK ENGINEERING	4500 SE COLUMBIA WAY
964740	VANCOUVER MARSHALL CENTER	1009 E MCLOUGHLIN BLVD
964743	VANC PARK HILL CEMETERY	5915 E MILL PLAIN BLVD
964745	VANCOUVER POLICE DEPT	2800 NE STAPLETON RD
964747	VANC TENNIS & RACQUETBALL	5300 E 18TH ST
964748	VANC UTILITIES ADMINISTRATION	2323 GENERAL ANDERSON AVE
964749	WATER RESOURCES EDUCATION	4600 SE COLUMBIA WAY
968378	VANC OPERATIONS CENTER	2323 GENERAL ANDERSON AVE
976202	FIRSTENBURG COMMUNITY CENTER	700 NE 136TH AVE
977722	CITY OF VANCOUVER	WEST OF MARINE PARK
980225	CITY OF VANCOUVER	ESTHER SHORT PARK
983198	CITY OF VANCOUVER	6400 BEACH DR
983264	CITY OF VANCOUVER POLICE DEPT	520 SE 155TH AVE

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ **10,230,981.32** this 25th day of February 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 5 - February 18	Accounts Payable Checks (see attached)	\$ 7,306,951.52
February 5 - February 18	Visa Refunds (see attached)	\$ 4,073.85
February 5 - February 18	Payroll Checks (see attached)	\$ 2,919,955.95
TOTAL		\$ 10,230,981.32

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
120220	05-Feb-2019	8,500.00	MARK BROWN	***WIRE*** 19JAN - MONTHLY INTERGOVERNMENTAL RELATIONS - CMO
*120222	06-Feb-2019	11,832.00	CLARK COUNTY	***WIRE*** 2019 ANNUAL BILLING 29 RADIOS PER MONTH - OP CENTER
120223	06-Feb-2019	15.00	CLARK COUNTY	***WIRE*** ACCR18 18DEC FINGER PRINTING SERVICES FOR FACILITIES - LAW
120224	06-Feb-2019	1,974.80	CLARK COUNTY	***WIRE*** PUBLIC UTILITY PERMITS - 18DEC - OP CENTER
120225	06-Feb-2019	2,913.17	CLARK COUNTY	***WIRE*** ACCR18 JURY FEES FOR 18DEC - BUDGET
120226	06-Feb-2019	200.00	CLARK COUNTY	***WIRE*** 2019 LIBERTY SOFTWARE LICENSE - VPD
120227	06-Feb-2019	354,497.51	CLARK COUNTY	***WIRE*** ACCR18 2018 4TH QTR DISTRICT COURT CASELOADS - BUDGET
120228	06-Feb-2019	21,977.69	CLARK COUNTY	***WIRE*** ACCR18 PWONT-WHATLEY TIPPING FEE - 18DEC - OP CENTER
120229	06-Feb-2019	2,040.00	CLARK COUNTY	***WIRE*** 2018 ANNUAL 800 MHZ RADIOS - 5 TOTAL - CODE ENFO
120230	06-Feb-2019	25,980.87	CLARK COUNTY	***WIRE*** ACCR18 18AUG PRIMARY ELECTION AND 2018 LOCAL VOTER PAMPHLET - BUDGET
120231	06-Feb-2019	19,758.36	CLARK COUNTY	***WIRE*** ACCR18 18NOV PRIMARY ELECTION AND 2018 STATE VOTER PAMPHLET - BUDGET
120232	06-Feb-2019	120,531.18	CLARK COUNTY	***WIRE*** ACCR18 - 18DEC SUPERVISION/WORK PROGRAM/INTERVIEWS - BUDGET
120233	06-Feb-2019	160,865.48	CLARK COUNTY	***WIRE*** VOTER REGISTRATION AND FILE MAINTENANCE - BUDGET
120234	06-Feb-2019	7,588.00	CLARK COUNTY	***WIRE*** ACCR18 WORK CREW 05 - 18DEC - OP CENTER
120235	06-Feb-2019	5,558.40	CLARK COUNTY	***WIRE*** ACCR18 WORK CREW 06 - 18DEC - OP CENTER
120236	06-Feb-2019	6,074.74	CLARK COUNTY	***WIRE*** ACCR18 WORK CREW 07 - 18DEC - OP CENTER
120237	06-Feb-2019	6,602.20	CLARK COUNTY	***WIRE*** ACCR18 WORK CREW 11 - 18DEC - OP CENTER
120238	06-Feb-2019	6,804.88	CLARK COUNTY	***WIRE*** ACCR18 WORK CREW 12 - 18DEC - OP CENTER
120239	06-Feb-2019	3,727.00	CLARK COUNTY	***WIRE*** DECEMBER 2018 RECORDING FEES
120240	06-Feb-2019	650.40	CLARK COUNTY	***WIRE*** ATLAS QTY 30 - REC#GIS-01082019-6
120241	06-Feb-2019	200.00	CLARK COUNTY	***WIRE*** 2019 CLERK'S LIBERTY SOFTWARE FEE - LAW
120242	06-Feb-2019	836.40	CLARK COUNTY	***WIRE*** ACCR18 DVPC MOTOR POOL CAR JAN-DEC 2018 - LAW
120243	06-Feb-2019	1,000,000.00	CLARK COUNTY	***WIRE*** ACCR18 ESTIMATED Q2-Q4 2018 JAIL BED SERVICES - BUDGET
120244	06-Feb-2019	1,000.00	CLARK COUNTY	***WIRE*** ACCR18 18DEC RANGE RENTAL - VPD
120245	06-Feb-2019	10,331.34	CLARK COUNTY	***WIRE*** ACCR18 2018 4TH QTR EXCESS LIQUOR PROFIT/EXCISE TAXES - BUDGET
120246	06-Feb-2019	125.54	CLARK COUNTY	***WIRE*** ACCR18 2018 4TH QTR WITNESS FEE REIMBURSEMENTS
120247	06-Feb-2019	30,981.68	CLARK COUNTY	***WIRE*** ACCR18 2018 4TH QTR INTERPRETER SERVICES - BUDGET
120248	06-Feb-2019	78.59	CLARK COUNTY	***WIRE*** ACCR18 COMMUNITY NOTIFICATION SERVICES OF REGISTERED SEX OFFENDERS - WATCH SYSTEMS INV 38719 - VPD
120249	06-Feb-2019	200.00	CLARK COUNTY	***WIRE*** PUBLIC UTILITY PERMITS - 18DEC - OP CENTER
*120251	08-Feb-2019	2,392.92	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** FEBRUARY PREMIUMS BLUE CROSS VHA
120252	08-Feb-2019	22,680.72	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** FEBRUARY PREMIUMS BLUE CROSS FT
120253	08-Feb-2019	260.10	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** FEBRUARY PREMIUMS BLUE CROSS PT
120254	08-Feb-2019	275,459.93	KAISER PERMANENTE	***WIRE*** FEBRUARY PREMIUMS KAISER DENTAL ACTIVES
120255	08-Feb-2019	13,458.70	KAISER PERMANENTE	***WIRE*** FEBRUARY PREMIUMS KAISER DENTAL ACTIVES
120256	08-Feb-2019	412,494.00	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** FEBRUARY PREMIUMS FIRE HEALTH TRUST
120257	08-Feb-2019	3,862.50	WASHINGTON DENTAL SERVICE	***WIRE*** FEBRUARY PREMIUMS FT ACTIVES
120258	08-Feb-2019	133.27	WASHINGTON DENTAL SERVICE	***WIRE*** FEBRUARY PREMIUMS VHA WDS
120259	08-Feb-2019	30.00	WASHINGTON DENTAL SERVICE	***WIRE*** FEBRUARY PREMIUMS WDS PT
120260	08-Feb-2019	193,450.00	WESTERN STATES HEALTH &	***WIRE*** FEBRUARY PREMIUMS OPEIU HEALTH TRUST
120261	08-Feb-2019	11,971.27	ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
120262	08-Feb-2019	75.00	HRA VEBA PLAN	***WIRE*** PAYROLL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
120263	08-Feb-2019	6,607.17	ICMA 401A	***WIRE*** PAYROLL
120264	08-Feb-2019	172,663.54	ICMA CORP	***WIRE*** PAYROLL
120265	08-Feb-2019	22,900.20	ING	***WIRE*** PAYROLL
120266	08-Feb-2019	62,268.43	STATE OF WASHINGTON 457	***WIRE*** PAYROLL
120267	08-Feb-2019	1,462.30	VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
120268	08-Feb-2019	24,952.15	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** PAYROLL
120269	08-Feb-2019	5,792.08	WASHINGTON SDU	***WIRE*** PAYROLL
120270	08-Feb-2019	17,800.00	WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
120271	08-Feb-2019	13,269.94	WESTERN STATES HEALTH &	***WIRE*** PAYROLL
120272	08-Feb-2019	72.00	STATE OF WASHINGTON	***WIRE*** 19FEB - WA STATE CPL FEE - 4 APPLICANTS - VPD
120273	08-Feb-2019	14,751.20	LYNN WITTWER MD PC	***WIRE*** 19JAN - AMERICAN MEDICAL RESPONSE SERVICES - FINANCE
120274	08-Feb-2019	4,790.70	LYNN WITTWER MD PC	***WIRE*** 19JAN - VANCOUVER FIRE DEPT SERVICES - FINANCE/FIRE
120275	08-Feb-2019	27,381.98	GALLAGHER BASSETT SERVICES INC	***WIRE*** GALLAGHER BASSETT SDR FUNDING - MESSAGE ID 44715390
120276	11-Feb-2019	55,052.01	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BC WEEKLY CLAIMS, WEEK 5 OF JANUARY
120277	11-Feb-2019	60,295.95	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BC WEEKLY CLAIMS, WEEK 1 OF FEBRUARY
120278	11-Feb-2019	14,301.90	WASHINGTON DENTAL SERVICE	***WIRE*** WDS WEEKLY CLAIMS, WEEK 1 OF FEBRUARY
120279	11-Feb-2019	17,740.33	STATE OF OREGON	***WIRE*** 03 2019 PAYROLL TAXES, OREGON W/H
120280	11-Feb-2019	19,496.20	BANK OF AMERICA	***WIRE*** 03 2019 PAYROLL HSA
120281	11-Feb-2019	816,214.72	INTERNAL REVENUE SERVICE	***WIRE*** 03 2019 PAYROLL TAXES; FEDERAL W/H
120282	11-Feb-2019	109,811.00	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
120283	12-Feb-2019	14,990.49	KAISER PERMANENTE	***WIRE*** KAISER COBRA/RETIREE DEPENDENTS FEBRUARY PREMIUMS
120284	12-Feb-2019	226.96	KAISER PERMANENTE	***WIRE*** KAISER COBRA DENTAL PREMIUMS FEBRUARY
120285	12-Feb-2019	487.50	WASHINGTON DENTAL SERVICE	***WIRE*** WDS RETIREE FEBRUARY PREMIUMS
120286	12-Feb-2019	67.50	WASHINGTON DENTAL SERVICE	***WIRE*** WDS COBRA FEBRUARY PREMIUMS
120287	12-Feb-2019	57,865.00	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS FEBRUARY MED ADV PREMIUMS
120288	12-Feb-2019	364.14	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS FEBRUARY RETIREE PREMIUMS
120289	12-Feb-2019	416.16	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS FEBRUARY COBRA PREMIUMS
*120291	14-Feb-2019	54.00	STATE OF WASHINGTON	***WIRE*** 19FEB - WA STATE CPL FEE - 3 APPLICANTS - VPD
120292	15-Feb-2019	45,822.95	CLARK AND SONS EXCAVATING	***WIRE*** - FOURTH PLAIN & NORRIS TRAFFIC SIGNAL IMPROVEMENTS - EST 1 - THRU 01/20/19
120293	15-Feb-2019	27,172.67	GALLAGHER BASSETT SERVICES INC	***WIRE*** SDR FUNDING DUE NOTICE FOR WORKERS COMPENSATION TPA GALLAGHER BASSETT
120294	15-Feb-2019	712,595.93	STATE OF WASHINGTON	***WIRE*** 3 2019 PERS/LEOFF
200011	08-Feb-2019	565.75	KEYBANK NATIONAL ASSOCIATION	***WIRE*** JANUARY 2019 ACCOUNT ANALYSIS - PARKING
599670	06-Feb-2019	1,029.50	A-CHECK AMERICA INC	ACCR18 - CUST 00178340-0000 - 18NOV - EMPLOYMENT SCREENING SVCS - HR
599671	06-Feb-2019	19.96	BRENT WADDLE	REF PKG PERMIT COV08441
599672	06-Feb-2019	704.00	ACCURATE CORPORATE SERVICES INC	01/07/19 - PICK-UP OF HOLIDAY DECORATIONS FOR STORAGE - CITY HALL - FACILITIES
599673	06-Feb-2019	5,057.94	ACTION TECHNOLOGY SYSTEMS	ACCT 280301 - INSTALL/PROGRAM NEW FIRE ALARM MODS FOR ELEVATOR CONTROL PANEL - THRU 12/31/18 - OP CENTER - RECEIPT 139824 BY P NEWTON PER E-MAIL
599674	06-Feb-2019	35.84	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMP GAS - 01/08/19 - FIRE STATION 5
599675	06-Feb-2019	763.20	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
599676	06-Feb-2019	102.00	Allmon, Gary D	CDL RENEWAL REIMBURSEMENT
599677	06-Feb-2019	3,433.90	ALPINE PRODUCTS INC	ACCR18 BIKE SHARROWS W CHEVRONS & SKID OPTICS - OPS CENTER
599677	06-Feb-2019	13,363.10	ALPINE PRODUCTS INC	ACCR18 FLEXIBLE MARKER ADHESIVE AND BIKE SHARROWS W CHEVRONS & SKID OPTICS - OPS CENTER
599678	06-Feb-2019	2,256.50	ALTA PLANNING & DESIGN	PROJ 00-2017-425 - SIDEWALK MAINTENANCE PROGRAM DEVELOPMENT - THRU 12/28/18 - CDD - RECEIPT 139720 BY B THOMAS PER E-MAIL
599679	06-Feb-2019	894.30	AMY LEACH DBA MINI MIX CONCRETE	TICKET 29849 - CONCRETE DELIVERY - 4711 E FOURTH PLAIN - 01/14/19 - OP CENTER
599680	06-Feb-2019	240.26	ARAMARK UNIFORM SERVICES INC	SUMMARY: WEEKLY MAT/TOWEL/COVERALL CLEANING
599681	06-Feb-2019	20.00	ARBYS	REF ALARMS
599682	06-Feb-2019	890.55	ARCHAEOLOGICAL INVESTIGATIONS NW INC	BILLING 22 - ARCHAEOLOGICAL PREDETERMINATION REPORT REVIEW/SURVEYS - MULTIPLE PROJECTS - 18NOV-18DEC - DRS - RECEIPT 139928 BY B THOMAS PER E-MAIL
599683	06-Feb-2019	494.58	ARONSON SECURITY GROUP	ASG AE HELP DESK LABOR - REPAIR OFFLINE CAMERAS - VPD/WEST PRECINCT- 2800 NE STAPLETON - FACILITIES - RECEIPT 140193 BY P NEWTON PER E-MAIL
599684	06-Feb-2019	147.26	AT&T MOBILITY II LLC	ACCT 287288264416 12/20/18-01/19/19 - WIRELESS CHARGES OPS
599685	06-Feb-2019	280.04	Bader, Jeanette M (Jan)	2019 ANNUAL FEDERAL LOBBY TRIP TO WASHINGTON DC
599686	06-Feb-2019	84.75	Barnett, Jedidiah W	BLEA
599687	06-Feb-2019	6,316.00	BERGER ABAM INC	PROJ A18.0064.00 - 6TH STREET GATEWAY - THRU 12/21/18 - ECON DEV - RECEIPT 139915 BY B THOMAS PER E-MAIL
599688	06-Feb-2019	20.00	BEVERLY/GEZA KOENEKE	REF ALARMS
599689	06-Feb-2019	20.00	BEVERLY/MARTIN CROSBY	REF ALARMS
599690	06-Feb-2019	30,969.88	BRIGHTVIEW HOLDINGS INC	SUMMARY: VARIOUS MAINTENANCE/RELATED SERVICES - PARKS ADMIN
599691	06-Feb-2019	400.00	BSK ASSOCIATES	CLIENT VANC08428 - WO V9A0091 - SAMPLE TESTING SERVICES - PCE & TCE ONLY - 01/08/19 - OP CENTER - RECEIPT 140033 BY P TANDY PER E-MAIL
599692	06-Feb-2019	190.50	Castro, Anthony Greg	BOOT REIMBURSEMENT
599693	06-Feb-2019	4,000.00	CFM STRATEGIC COMMUNICATIONS INC	ACCR18 - VANCOUVER STRONG - STRATEGIC PUBLIC AFFAIRS/ COMMUNICATIONS - THRU 12/31/18 - CMO
599694	06-Feb-2019	81.30	Chick, Jesse L	BOOT REIMBURSEMENT
599695	06-Feb-2019	240.00	CHRISTOPHER KENDALL	2019 WATER AGREEMENT PER CONTRACT DATED 07/06/98 FOR STA 810 - FIRE
599696	06-Feb-2019	20.00	CITY OF VANCOUVER	ACCR18 - LATE FEE - REG 21333 - FALSE ALARM FEE - 09/11/18 @ 16:32:18 - DAY CENTER - 2018 GRAND BLVD - OP CENTER
599697	06-Feb-2019	334.25	CITY OF VANCOUVER	REGISTRATIONS AND PLATES FOR MULTIPLE FLEET VEHICLES
599698	06-Feb-2019	342.00	CITY OF VANCOUVER ADVANCE TRAVEL	REIMBURSE ADVANCE TRAVEL FUND
599699	06-Feb-2019	25.00	CLARK COUNTY FIRE CHIEFS ASSN	ACCR18 - 2018 MEMBERSHIP DUES
599700	06-Feb-2019	88,421.99	CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY AND WATER - MULTIPLE LOCATIONS
I	06-Feb-2019			
599707	06-Feb-2019			
599708	06-Feb-2019	929.91	CODE PUBLISHING CO	PROJ 345595 - MUNICIPAL CODE WEB UPDATE - THRU 01/01/19 - ORDINANCES M-4239 - FINANCE
599709	06-Feb-2019	35.00	COLLECTIVE INTELLIGENCE	REF PKG CIT 7201004655
599710	06-Feb-2019	3,848.75	COLUMBIA CLAIMS SERVICE INC	FILE V118-1009 - CLAIMS ADJUSTER SERVICES - THRU 01/11/19 - RISK
599711	06-Feb-2019	50,906.81	COLUMBIA FORD	2019 FORD F250 4X4 - VIN 1FD7X2B68KED40702 - EQUIP SERVICES
599712	06-Feb-2019	15,000.00	COLUMBIA SPRINGS ENVIRONMENTAL	2019 QTR 1 - ENV EDUCATION OUTREACH SUPPORT/SUMMER CAMP - WREC
599713	06-Feb-2019	334.74	COLUMBIA WEST ENGINEERING INC	ACCR18 - WO 18375 - FT VANCOUVER WAY - THRU 12/31/18 - CONSTRUCTION - RECEIPT 140235 BY L PETERSEN PER E-MAIL
599714	06-Feb-2019	832.67	COMCAST CABLE COMMUNICATIONS	SUMMARY: MONTHLY COMCAST SERVICES - MULTIPLE LOCATIONS
I	06-Feb-2019			

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
599720	06-Feb-2019			
599721	06-Feb-2019	15,603.26	COPIERS NORTHWEST	ACCR18 - ACCT 343897 - COST PER COPY OVERAGES - MULTIPLE CITY LOCATIONS - THRU 12/29/18 - INFO TECH
599722	06-Feb-2019	6,699.12	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
599723	06-Feb-2019	941.98	DAY MANAGEMENT CORP DBA DAY WIRELESS	CUST 33814 - JOB TICKET - DIAGNOSE/REPLACE 100 W AMP - 01/07/19 - FIRE STN 3 - FIRE
599724	06-Feb-2019	222.62	Dearman, Anna Lauren Uselton	REIMB FOR MEETING REFRESHMENTS - WESTSIDE BIKE MOBILITY PROJ
599725	06-Feb-2019	97.15	Dobbs, Steven D	ENTRY LEVEL TESTING
599726	06-Feb-2019	3,350.00	DODGE CONSULTING & PUBLICATIONS LLP	10/09/18-01/07/19 - CONSULTING FEE - CASE 3:17-CV-05414-RBL - WITNESS PREP/TRIAL STRATEGY/JURY SELECTION - RISK
599727	06-Feb-2019	10.00	Dumas, Sean M	FBI-LEEDA SUPERVISOR LEADERSHIP INSTITUTE 1/14-18
599728	06-Feb-2019	20.00	ELFIN SERVICES INC	REF ALARMS
599729	06-Feb-2019	25.00	ELIZABETH WILDE	REF PKG CIT 7200413454
599730	06-Feb-2019	2,844.83	ENVIROISSUES INC	ACCR18 - PROJ 158-002-005 - VANCOUVER STRONG EXECUTIVE SPONSORS FAC - THRU 12/31/18 - CMO
599731	06-Feb-2019	20.00	ERIC/DESHA SORLIEN	REF ALARMS
599732	06-Feb-2019	4,562.50	ERICKSON STRUCTURAL CONSULTING ENGINEERS PC	SUMMARY: ACCR18 - PLAN REVIEW SVCS - MULTIPLE LOCATIONS
599733	06-Feb-2019	154.86	Erickson, Tara M	COV V. 4378 TRIAL
599734	06-Feb-2019	2,235.00	EUROFINS EATON ANALYTICAL INC	FOLDER 776578 - SAMPLE TESTING SERVICES - 12/04/18 - OP CENTER
599735	06-Feb-2019	850.00	EXAMWORKS INC	CUST 1-BMWHT - MANDATORY INSURER REPORTING - 19JAN - RISK
599736	06-Feb-2019	56.37	EXPERIAN MARKETING SOLUTIONS	ACCT TBD1-1957212 - 19JAN - UTILITY COLLECTIONS ASSIST - UTILITIES
599737	06-Feb-2019	17,268.98	FERGUSON ENTERPRISES INC	SUMMARY: CUST 51216 - OEPRATING SUPPLIES - OPS CENTER
599738	06-Feb-2019	3,078.56	FIRE SYSTEMS WEST	ACCR18 - WO 328762 - CUST VANC - INTERNAL PIPE INSPECTION/REPLACE GUAGES/VARIOUS ADDL SERVICES - THRU 01/02/19 - FIRE STN 7 - 12603 NE 72ND AVE - OP CENTER - RECEIPT 140093 BY P NEWTON PER E-MAIL
599739	06-Feb-2019	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-5765-032404-5 1/25/19-2/24/19 - WESTRIDGE PUMP STATION - OPS
599740	06-Feb-2019	55.11	GALLAGHER BASSETT SERVICES INC	ACCR18 - CONTR 00423500205 - CLIENT C004235000 - GBMCS FEES - 18DEC - RISK
599741	06-Feb-2019	1,052.54	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
599742	06-Feb-2019	<46.88>	GENUINE PARTS COMPANY	CUST 7970 - 19JAN - CREDIT - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
599742	06-Feb-2019	1,029.89	GENUINE PARTS COMPANY	CUST 7970 - 19JAN - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
599743	06-Feb-2019	3,906.00	GLOBAL TRANSPORTATION ENGINEERING CORP	PROJ P18-058 - LED SPECS FOR PROCUREMENT - 18DEC - MP ENG
599744	06-Feb-2019	3,034.02	GORDIAN GROUP	PROJ 4583 - SE EVERGREEN HWY & SE 113TH COURT IMPROVEMENTS - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 01/09/19 - PROCUREMENT
599745	06-Feb-2019	634.58	GORDON TRUCK CENTERS	ACCR18 - CUST 96056 - CREDIT 18JUL - PARTS FOR VEHICLE & EQUIP REPAIR - EQUIP SVCS
599746	06-Feb-2019	3,000.00	GVP VENTURES INC	ACCR18 - EXECUTIVE SEARCH SERVICES - THRU 10/16/18 - HR - RECEIPT 140270 BY A BAFUS PER E-MAIL
599747	06-Feb-2019	1,244.04	HARPER HOUF PETERSON RIGHELLIS INC	ACCR18 - PROJ VAN-62 - MILL PLAIN BLVD (104TH AVE TO CHKLOV DR) - THRU 12/31/18 - TRANSPORTATION - RECEIPT 139991 B L PETERSEN PER E-MAIL
599747	06-Feb-2019	1,543.75	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-67 - NORTH IMAGE PARK - THRU 12/31/18 - PARKS
599747	06-Feb-2019	2,500.20	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-71 - MCLOUGHLIN BLVD COMPLETE STREETS PILOT PROJECT - THRU 12/31/18 - CED - RECEIPT 139774 BY B THOMAS PER E-MAIL
599747	06-Feb-2019	10,167.64	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-72 - FOURTH PLAIN & KAUFFMAN SIDEWALKS - THRU 12/31/18 - CED - RECEIPT 139918 BY P NEWTON PER E-MAIL

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599748	06-Feb-2019	2,000.00	HARPER'S PLAYGROUND	ACCR18 - 18DEC - MONTHLY CONSULTING RETAINER - PARKS ADMIN
599749	06-Feb-2019	236.31	HARRYS KEY SERVICE INC	ACCR18 - SERVICE CALL - REPLACE ADA BUTTON/TEST AND VERIFY - CITY HALL - THRU 12/18/18 - OP CENTER
599749	06-Feb-2019	188.62	HARRYS KEY SERVICE INC	ACCR18 - SERVICE CALL - TIGHTEN SPINDLE/RECOMMISSION OPERATOR - CITY HALL - THRU 12/13/18 - OP CENTER
599750	06-Feb-2019	1,061.34	Hartsoch, Deborah L	TRACY TRIAL IN TACOMA WA
599751	06-Feb-2019	29,568.04	HDR ENGINEERING INC	PROJ 10107594 - 32ND AVE/IND ACCESS FEASIBILITY STUDY - THRU 12/29/18 - CED - RECEIPT 139766 BY B THOMAS PER E-MAIL
599752	06-Feb-2019	368.50	HOULIHAN LAW PC	ACCR18 - GENERAL REAL ESTATE SERVICES - 12/27/18 - LEGAL SERVICES - LAW
599753	06-Feb-2019	225.00	J DAVID SPRAKER	CONSULTING/CONFIG OF EDITSHARE UPGRADE - 01/09/19 - MEDIA SVCS
599754	06-Feb-2019	1,225.00	JACK LITMAN PH D	01/11/19 - PSYCHOLOGICAL SERVICES - M BECK - CAUSE 8Z0051275 - PUBLIC DEFENDER - CMO
599754	06-Feb-2019	1,225.00	JACK LITMAN PH D	01/11/19 - PSYCHOLOGICAL SERVICES - S SCHULTZ - CAUSE 8Z1003183 - PUBLIC DEFENDER - CMO
599755	06-Feb-2019	25.00	JACKIE L TURNER	REF PKG CIT 7200811810
599756	06-Feb-2019	25.00	JAMES CUMMINGS	REF PKG CIT 7200213529
599757	06-Feb-2019	25.00	JAMES M JONES	REF PKG CIT 7200811680
599758	06-Feb-2019	449.62	Jameson, Kyle R	CERT CLASS
599758	06-Feb-2019	100.00	Jameson, Kyle R	WDM2 CERT TEST REIMBURSEMENT
599759	06-Feb-2019	58.50	Janisch, John A	SHOTSHOW CONFERENCE
599760	06-Feb-2019	102.00	Johnson, Eldon Dean	CDL RENEWAL REIMBURSEMENT
599761	06-Feb-2019	3,859.75	JULIA THORNTON INVESTIGATIVE & CONSULTING SERVICES LLC	SUMMARY: ACCR18 - INVESTIGATIVE SERVICES - MULTIPLE CASES
599762	06-Feb-2019	20.00	JULIE/JAMES EDDINGS	REF ALARMS
599763	06-Feb-2019	11,295.29	KEATING BUCKLIN & MCCORMACK INC PS	ACCR18 - CLIENT MATTER 1109-00002 - LEGAL SERVICES - COV ADV QUINN - 11/01/18-12/12/18 - RISK - PROJ 922732
599764	06-Feb-2019	1,270.40	KELLY SERVICES INC	MELVIN, DJ - ORDER A2615 - W/E 01/27/19 - INFO TECH - RECEIPT 140226 BY J SCHOESSLER PER E-MAIL
599765	06-Feb-2019	9,151.67	KING COUNTY DIRECTORS ASSN PURCHASING DEPT	CUST 101771 - ORDER 1857469 - ZEAGER CEDAR - OPS CENTER
599765	06-Feb-2019	9,151.67	KING COUNTY DIRECTORS ASSN PURCHASING DEPT	CUST 101771 - ORDER 1859953 - ZEAGER CEDAR - OPS CENTER
599766	06-Feb-2019	525.78	KITTELSON & ASSOC INC	PROJ 198940 - VANCOUVER TRAFFIC ON CALL - THRU 12/31/18 - FACILITIES - RECEIPT 139833 BY A POWERS PER E-MAIL
599767	06-Feb-2019	2,266.50	LANCE C HAMEL DBA RAPID RESPONSE BIO CLEAN	12/10/18 & 12/13/18 - BIO-HAZARD CLEAN-UP - MULTIPLE CITY LOCATIONS - OP CENTER
599768	06-Feb-2019	225.00	Leedom, Margaret Ann	BOOT REIMBURSEMENT
599769	06-Feb-2019	1,584.34	LEXIS NEXIS A DIV OF RELX INC	ACCT 424XNVMDX - 19JAN - SUBSCRIPTION SERVICES - LAW
599770	06-Feb-2019	2,095.77	LIAM MCCARRON	SETTLEMENT RE: L MCCARRON - DOL: 12/06/18 - PROJECT 922891 - RISK
599771	06-Feb-2019	806.96	Lloyd, Daniel G	TRACY TRIAL IN TACOMA WA
599772	06-Feb-2019	1,000.15	LN CURTIS & SONS	CUST C32902 - ORDER 445163 - FIRE
599772	06-Feb-2019	7,007.55	LN CURTIS & SONS	CUST C32902 - ORDER 452997 - FIRE
599773	06-Feb-2019	48.50	Lucas, LeMont Duschon II	FIRE INSPECTION PRINCIPLES I - LAKEWOOD WA
599774	06-Feb-2019	19,448.91	MACKAY & SPOSITO INC	PROJ 17083 - STRIPING PLANS FOR PAVEMENT PRESERVATION - THRU 12/31/18 - TRANSPORTATION - RECEIPT 139859 BY P NEWTON PER E-MAIL
599775	06-Feb-2019	674.98	MACKENZIE ENGINEERING INC	ACCR18 - PROJ 2160446.00 - VANCOUVER OPERATIONS CENTER - THRU 12/31/18 - FACILITIES - RECEIPT 140070 BY S TURK PER E-MAIL
599776	06-Feb-2019	7,731.78	MACKENZIE ENGINEERING INC	ACCR18 - PROJ 2180336.00 - VANCOUVER SPACE NEEDS ASSESSMENT - THRU 12/31/18 - FACILITIES - RECEIPT 140035 BY A POWERS PER E-MAIL

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599777	06-Feb-2019	800.00	MAUL FOSTER & ALONGI INC	ACCR18 - PROJ 0363.17.01 - EPA ASSESSMENT GRANT APPLICATION - THRU 01/09/19 - MP ENG
599778	06-Feb-2019	153.60	MINE SAFETY APPLIANCES COMPANY	CUST 632329 - ORDER 401420892 - MSA PARTS AND SUPPLIES - FIRE
599779	06-Feb-2019	6,975.56	MISCELLANEOUS	SUMMARY: MISC CITY UTILITIES REFUNDS
599840				
599841	06-Feb-2019	1,112.63	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 01/06/19 - PAYROLL WORK DAY PROJ
599842	06-Feb-2019	842.00	MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - POINT BLANK AXIIA AND ACCESSORIES - VPD
599843	06-Feb-2019	553.50	MURRAYSMITH INC	PROJ 17-2134 - 63RD STREET PUMP STATION REPLACEMENT - THRU 12/31/18 - MP ENG - RECEIPT 139799 BY A POWERS PER E-MAIL
599843	06-Feb-2019	12,833.65	MURRAYSMITH INC	PROJ 18-2286 - 2019 CURB RAMP DESIGN - THRU 12/31/18 - OP CENTER - RECEIPT 139843 BY P NEWTON PER E-MAIL
599844	06-Feb-2019	10,928.30	NATIONAL LEAGUE OF CITIES	2019 MEMBERSHIP RENEWAL - FINANCE
599845	06-Feb-2019	475.00	NETSAVANH KHOUNPHACHANSY	SETTLEMENT RE: NETSAVANH KHOUNPHACHANSY - DOL: 12/06/18 - LIABILITY CLAIM PAYMENT 2 - 922887 - RISK
599846	06-Feb-2019	18.10	Norby, Danell J	EVENTS AND MONITORING VISITS
599847	06-Feb-2019	12,185.98	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 1/13/19
599848	06-Feb-2019	3,885.68	NW NATURAL	ACCT #111132-7 - 19JAN METER 601753 - GAS USAGE - MCC
599848	06-Feb-2019	7,052.09	NW NATURAL	ACCT #1546824-2 - 19JAN METER 922053 GAS USAGE - FCC
599849	06-Feb-2019	6,825.95	OLDCASTLE INFRASTRUCTURE	CUST 020001137 - ORDER S142933 - OPERATING SUPPLIES - OP CENTER
599850	06-Feb-2019	101.11	Orme, Jeffery R	BOOT REIMBURSEMENT
599851	06-Feb-2019	1,909.25	OTAK INC	ACCR18 - PROJ 017499.C00 - SALT STORAGE STORMWATER DESIGN - THRU 12/31/18 - OP CENTER - RECEIPT 139931 BY P TANDY PER E-MAIL
599851	06-Feb-2019	10,966.80	OTAK INC	PROJ 018727.000 - WESTSIDE BICYCLE MOBILITY IMPROVEMENT - THRU 12/31/18 - CDD - RECEIPT 139723 BY B THOMAS PER E-MAIL
599852	06-Feb-2019	4,687.50	PBS ENGINEERING & ENVIRONMENTAL INC	ACCR18 - PROJ 0071179.000 - FIRST PLACE PARK - 18DEC - PARKS - RECEIPT 140306 BY C VOGELZANG PER E-MAIL
599853	06-Feb-2019	6,688.06	PC SPECIALISTS INC	SUMMARY: VARIOUS PRODUCTS - IT - J SCHOESSLER
599854	06-Feb-2019	517.91	PETTY CASH CUSTODIAN	PETTY CASH REIMB 2/01/19
599855	06-Feb-2019	227.50	PORTLAND ADVENTIST MEDICAL CENTER	ACCR18 - 18DEC - MEDICAL TESTING SERVICES - VPD - RECEIPT 140207 BY A CARMAN PER E-MAIL
599856	06-Feb-2019	132.76	Portlock, Kenneth G (Ken)	BOOT REIMBURSEMENT
599857	06-Feb-2019	663.78	PPC SOLUTIONS INC	ACCR18 - CUST 2409 - SECURITY SERVICES - PATROL/CITY HALL (OT) - 18DEC - CMO - RECEIPT 140216 BY K PECK PER E-MAIL
599858	06-Feb-2019	100.00	PRISCILLA ZANNI	REF ALARMS
599859	06-Feb-2019	90.00	PROFESSIONAL CREDIT SERVICE	REF ALARMS
599859	06-Feb-2019	49.58	PROFESSIONAL CREDIT SERVICE	REF NEG TRUST STMT DATED 1-3-18 INV 856 APPLY TO CLIENT 8051
599860	06-Feb-2019	2,028.16	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 01/04/19 - HR
599861	06-Feb-2019	370.54	ROBERTSON ENGINEERING PC	ACCR18 - PROJ VANC-02 - 6TH ST TEMPORARY LOT - THRU 12/31/18 - OP CENTER - RECEIPT 140096 BY S TURK PER E-MAIL
599862	06-Feb-2019	200.00	RONALDO EXCONDE	01/13/19 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
599863	06-Feb-2019	144.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP - WATER
599864	06-Feb-2019	1,200.00	RYAN GRADY DBA LIONEYE AERIALS	AERIAL PHOTOGRAPHY/VIDEO EDITING SERVICES - THRU 01/05/19 - CONSTRUCTION
599865	06-Feb-2019	2,514.88	SAFE SOFTWARE INC	2019 FME ESRI FLOATING/INCREMENTAL MAINTENANCE - 04/01/19-03/31/20 - INFO TECH - RECEIPT 140227 BY J SCHOESSLER PER E-MAIL
599866	06-Feb-2019	145.15	SARA MIRABELLA/ABSCI LLC	SUMMARY: REF PKG PERMITS

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599867	06-Feb-2019	240.31	SEANETTE CORKILL DBA FRONTDOOR BACK LLC	SUMMARY: REMOVAL OF HOLIDAY DECORATIONS - FACILITIES
599868	06-Feb-2019	9.09	SHRED IT USA LLC	CUST 13630245 - DOCUMENT DESTRUCTION - 01/22/19 - UTILITIES
599869	06-Feb-2019	3,558.66	SHRUMS PEST CONTROL	19JAN - MONTHLY PEST CONTROL SERVICES - MULTIPLE CITY LOCATIONS - OP CENTER
599870	06-Feb-2019	39.89	Smith, Justin J	MILEAGE
599871	06-Feb-2019	340.69	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S48907823 - ACROBAT PRO V2017 NEW LICENSE - 1 EA - AGR 4600026430 - INFO TECH - RECEIPT 139770 BY J SCHOESSLER PER E-MAIL
599872	06-Feb-2019	84.75	Soreque, Ulises Angel	BLEA
599873	06-Feb-2019	1,013.25	SOUTHWEST CLEAN AIR AGENCY	SWCAA ID 2115 - ANNUAL AIR CONTAMINANT REGISTRATION FEE - 07/01/18-06/30/19 - WATER STATIONS - FT VANC WAY & FOURTH PLAIN BLVD - OPS
599873	06-Feb-2019	651.10	SOUTHWEST CLEAN AIR AGENCY	SWCAA ID 2331 - ANNUAL AIR CONTAMINANT REGISTRATION FEE - 07/01/18-06/30/19 - CITY HALL - 415 W 6TH ST - FACILITIES
599874	06-Feb-2019	47,872.00	SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION	2019 MEMBER CONTRIBUTIONS - METROPOLITAN PLANNING ORGANIZATION/RTPO - FINANCE
599875	06-Feb-2019	76.26	Spatz, Joseph C	PIO SUPPLIES REIMBURSEMENT
599876	06-Feb-2019	5,992.18	STANTEC CONSULTING SERVICES	ACCR18 - PROJ 2002005595 - CUST 93668 - WATER STATION 9-CHEM BLDG - THRU 01/04/19 - MP ENG - RECEIPT 140042 BY A POWERS PER E-MAIL
599876	06-Feb-2019	4,550.00	STANTEC CONSULTING SERVICES	ACCR18 - PROJ 2002006056 - CUST 93668 - ON-CALL SANITARY SEWER PLANNING/DESIGN - THRU 01/04/19 - MP ENG - RECEIPT 139965 BY A POWERS PER E-MAIL
599876	06-Feb-2019	13,365.00	STANTEC CONSULTING SERVICES	PROJ 2002005591 - CUST 93668 - AIR GAP/WATER PROTECTION PROJECT - THRU 12/28/18 - MP ENG - RECEIPT 139848 BY L JONES PER E-MAIL
599877	06-Feb-2019	1,144.40	STATE OF WASHINGTON	ACCR18 - PROJ LA08891R - BRT CORRIDOR FORT VANCOUVER WA - 18DEC - TRANSPORTATION
599878	06-Feb-2019	25.00	STEPHANIE HENSLEY	REF PKG CITATION 0097014
599879	06-Feb-2019	23.06	STERICYCLE INC	CUST 6068464 - 19JAN - MEDICAL WASTE REMOVAL - FIRSTENBURG COMM CTR
599880	06-Feb-2019	476.25	STEVEN J ZERFING DBA MASSAGE DOJO	CHAIR/TABLE MASSAGES - 24 TOTAL - THRU 01/12/19 - FIRSTENBURG/MARSHALL CENTERS - PARKS
599881	06-Feb-2019	58.05	STONER ELECTRIC INC	PERMIT WITHDRAWN
599882	06-Feb-2019	5,706.72	SUPERTREES INCORPORATED	ORDER 10255 - 19JAN - VARIOUS PLANTS - WREC
599883	06-Feb-2019	50.00	T-MOBILE #0428	REF ALARMS
599884	06-Feb-2019	25.00	TANGLES	REF PKG CIT 7200811587
599885	06-Feb-2019	3,120.00	TEKSYSTEMS	BAKER MICHAEL - W/E 01/19/19 - INFO TECH - RECEIPT 140164 BY J SCHOESSLER PER E-MAIL
599885	06-Feb-2019	3,105.00	TEKSYSTEMS	BENSON ROBERT - W/E 01/19/19 - INFO TECH - RECEIPT 140163 BY J SCHOESSLER PER E-MAIL
599886	06-Feb-2019	83.50	Thomas, John	JOURNEYMAN LICENSE REIMBURSEMENT
599887	06-Feb-2019	108.40	TOWING & RECOVERY SERVICES INC	TOWING - '94 FORD RANGER - LIC C97700A WA - FROM 2110 E FOURTH PLAIN TO WEST PRECINCT - CASE UNSPECIFIED - VPD
599888	06-Feb-2019	157.18	TOWING & RECOVERY SERVICES INC	TOWING/DOLLY - '11 AUDI A8 - LIC BDT6017 WA - FROM ANDRESEN & MCARTHUR TO WEST PRECINCT - VPD
599889	06-Feb-2019	94.85	TRIPLE J ENTERPRISES	01/04/19 - TOWING - '00 CHEV SILVERADO - LIC 792-GJA - FROM EAST PRECINCT TO EVIDENCE - CASE NOT SPECIFIED - VPD
599889	06-Feb-2019	94.85	TRIPLE J ENTERPRISES	01/08/19 - TOWING - '13 HONDA ACCORD - LIC 8DIM851 - FROM 7809 NE VANCOUVER PLAZA DR TO WEST PRECINCT - CASE 429 - VPD
599890	06-Feb-2019	649.10	TYREE OIL, INC	CUST 0048324 - ORDER 0686189 - OPERATING SUPPLIES - EQUIP SERVICES
599891	06-Feb-2019	13.45	UNITED PARCEL SERVICE	19JAN - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER

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599892	06-Feb-2019	26.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 3-2 13 - DEODORIZING SERVICE - THRU 01/08/19 - CITY HALL - 415 W 6TH ST - OP CENTER - RECEIPT 139937 BY P NEWTON PER E-MAIL
599893	06-Feb-2019	400.00	VANCOUVER BUSINESS JOURNAL INC	ACCR18 - 12/14/18 - DISPLAY ADVERTISEMENT - CMO
599894	06-Feb-2019	46.00	VANCOUVER HOUSING AUTHORITY	REF CIVICGOV
599895	06-Feb-2019	259,329.23	VANCOUVER HOUSING AUTHORITY	PROJ 221104 - VHA CAPLES TERRACE - 19JAN - 2017 AFFORDABLE HOUSING
599896	06-Feb-2019	24,030.00	VANCOUVER HUMANE SOCIETY & SPCA	ACCR18 - CUST COV001 - MONTHLY ANIMAL CONTROL SERVICES - 18DEC - BUDGET - RECEIPT 140296 BY C ALLEMANG PER E-MAIL
599896	06-Feb-2019	27,320.00	VANCOUVER HUMANE SOCIETY & SPCA	ACCR18 - CUST COV001 - MONTHLY ANIMAL CONTROL SERVICES - 18NOV - BUDGET - RECEIPT 140294 BY C ALLEMANG PER E-MAIL
599897	06-Feb-2019	16,952.84	VERIZON WIRELESS	SUMMARY: MONTHLY IPAD/PHONE CHARGES
I	06-Feb-2019			
599907	06-Feb-2019			
599908	06-Feb-2019	1,750.00	WA STATE ASSN OF FIRE CHIEFS	WA FIRE CHIEFS 2019 MEMBERSHIP DUES
599909	06-Feb-2019	34.15	WALTER E NELSON CO	CUST 21069 - ORDER 498136 - JANITORIAL SUPPLIES - FIRE
599910	06-Feb-2019	270.20	WASHINGTON STATE DEPT OF TRANSP	ACCR18 - PROJ/WO JD14210L/JD1421 - FIBER MAINTENANCE - 18DEC - MP ENG - RECEIPT 140229 BY A POWERS PER E-MAIL
599911	06-Feb-2019	8,529.42	WILCOX & FLEGEL	SUMMARY: FUEL PURCHASES - FIRE/OPS
599912	06-Feb-2019	46.00	WILLIAM ERIC BURTON	REF CIVICGOV
599913	06-Feb-2019	2,376.00	WILLIS OF SEATTLE INC	ACCT VANCOUV-01 - POL 70APB002682 - ENDORSEMENT TO AUTO LIAB POLICY NICO +55 FOR 3 VEHICLES - 10/01/18-10/01/19 - RISK
599914	06-Feb-2019	79.00	WPC BROADWAY LLC - 801 C ST - BLDG	REF CIVICGOV
599915	06-Feb-2019	93.06	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 01/05/19 - FINANCE/MAILROOM
599916	07-Feb-2019	2,651.40	WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
599917	07-Feb-2019	550.00	MFS SERVICE CENTER INC	PAYROLL
599918	07-Feb-2019	608.00	TEAMSTERS LOCAL #58	PAYROLL
599919	07-Feb-2019	332.50	UA LOCAL #290	PAYROLL
599920	07-Feb-2019	72.36	LEGAL SHIELD	PAYROLL
599921	07-Feb-2019	1,373.28	UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL
599922	07-Feb-2019	3,612.00	CHAPTER 13 - TRUSTEE	PAYROLL
599923	07-Feb-2019	8,178.82	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
599924	07-Feb-2019	8,955.47	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
599925	07-Feb-2019	795.24	IAM LOCAL #1374	PAYROLL
599926	07-Feb-2019	19,183.63	IAFF LOCAL #452	PAYROLL
599927	07-Feb-2019	12,775.74	VANCOUVER POLICE OFFICER GUILD	PAYROLL
599928	07-Feb-2019	5,618.78	AFSCME LOCAL #307	PAYROLL
599929	07-Feb-2019	1,112.64	WESTERN METAL IND PENSION FUND	PAYROLL
599930	07-Feb-2019	5,590.59	OPEIU LOCAL #11	PAYROLL
599931	13-Feb-2019	2,707.73	ABM ON-SITE SERVICES WEST INC	ACCR18 - JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18DEC - OP CENTER
599931	13-Feb-2019	69,863.54	ABM ON-SITE SERVICES WEST INC	ACCR18 - JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18DEC - OP CENTER - RECEIPT 140349 BY S TURK PER E-MAIL
599931	13-Feb-2019	71,277.92	ABM ON-SITE SERVICES WEST INC	ACCR18 - JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18NOV - OP CENTER - RECEIPT 140348 BY S TURK PER E-MAIL

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599931	13-Feb-2019	69,666.96	ABM ON-SITE SERVICES WEST INC	ACCR18 - JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18OCT - OP CENTER - RECEIPT 140345 BY S TURK PER E-MAIL
599931	13-Feb-2019	53,421.20	ABM ON-SITE SERVICES WEST INC	ACCR18 - JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18SEP - REPLACES INV 12856832 - OP CENTER - RECEIPT 140315 BY S TURK PER E-MAIL
599932	13-Feb-2019	19.35	ABSCI LLC	REF PKG PERMIT COV07212
599932	13-Feb-2019	19.35	ABSCI LLC	REF PKG PERMIT COV07807
599932	13-Feb-2019	19.35	ABSCI LLC	REF PKG PERMIT COV07910
599933	13-Feb-2019	1,699.47	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR & MAINTENANCE - EQUIP SERVICES
599934	13-Feb-2019	340.00	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
599935	13-Feb-2019	14,323.25	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
599936	13-Feb-2019	20,287.08	AMER X INC DBA AMER X ROOFING	ACCR18 - VANCOUVER TENNIS CTR REROOF PROJ - EST 4 - THRU 10/31/18
599937	13-Feb-2019	300.00	AMERICAN MEDICAL RESPONSE NORTHWEST INC	TRIPS 5649973, 5650701, & 5663357 - MEDICAL SERVICE/BLOOD DRAW - 19JAN - VPD
599938	13-Feb-2019	623.30	AMY LEACH DBA MINI MIX CONCRETE	TICKET 29875 - CONCRETE DELIVERY - SE 34TH ST - 01/31/19 - OP CENTER
599939	13-Feb-2019	216.49	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL CLEANING 19JAN - OPS
599940	13-Feb-2019	19,422.57	ARBORSCAPE LTD INC	SUMMARY: TRIM TREES & REMOVE LIMBS/DEAD TREES - MULTIPLE LOCATIONS
599941	13-Feb-2019	212.99	ARCHAEOLOGICAL SERVICES OF CLARK COUNTY LLC	ACCR18 - PROJ 18771-NEW SATELLITE - COV PRED REPORT REVIEW - 12/17/18-01/15/19 - PREDETERMINATION REVIEW/REPORT - DRS - RECEIPT 139959 BY B THOMAS PER E-MAIL
599942	13-Feb-2019	7,519.75	ASPECT CONSULTING LLC	ACCR18 - PROJ 180118 - WATER RIGHTS UTILIZATION STUDY - THRU 12/28/18 - MP ENG
599943	13-Feb-2019	10,361.34	AT&T MOBILITY II LLC	ACCR18 - ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 12/05/18-01/04/19 - OPS CENTER
599944	13-Feb-2019	298.10	BIO MANAGEMENT NORTHWEST INC	01/07/19 - SQUAD CAR BIO HAZARD CLEANING - ON-SITE AT 2800 NE STAPLETON RD - VEH NUMBER 1340 - VPD
599944	13-Feb-2019	298.10	BIO MANAGEMENT NORTHWEST INC	01/10/19 - SQUAD CAR BIO HAZARD CLEANING - ON-SITE AT 2800 NE STAPLETON RD - VEH NUMBER 1314 - VPD
599945	13-Feb-2019	231.83	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 100394842 - MEDICAL SUPPLIES - FIRE
599946	13-Feb-2019	283.32	Brannan, Joseph Harold	L&I 2019 TRAINING TUMWATER - JOE BRANNAN
599947	13-Feb-2019	280.00	BROWNIES FROM HEAVEAN LLC DBA BLEU DOOR BAKERY	VOLUNTEER APPRECIATION OPEN HOUSE 2019
599948	13-Feb-2019	200.00	C & E LAWN SPRINKLERS INC	CALIBRATE TEST GUAGE TO NIST STANDARDS - THRU 01/15/19 - OP CENTER
599949	13-Feb-2019	7,097.40	CADMAN MATERIALS INC	CUST 9408272 - S/O 52217 - PROD 92253 - 323.01 TON - OPS CENTER
599950	13-Feb-2019	29.26	CAMERON WHITMAN	REF PKG PERMIT COV00016
599951	13-Feb-2019	102.00	Carter, Bryan G	CDL RENEWAL REIMBURSEMENT
599952	13-Feb-2019	5,056.37	CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 19FEB - HR - RECEIPT 140355 BY M HARRINGTON PER E-MAIL
599953	13-Feb-2019	200.00	CHARLES SUNIGA	01/20/19 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
599954	13-Feb-2019	15,346.24	CITY OF PORTLAND	ACCT 504443 - POLICE REGJIN ACCESS - 19FEB - VPD
599955	13-Feb-2019	586.00	CITY OF VANCOUVER	SUMMARY: ITM INSPECTION & 2019 ALARM RENEWAL FEES - MULTIPLE LOCATIONS
599956	13-Feb-2019	1,000.00	CLARK COUNTY HISTORICAL MUSEUM	2019 SPONSORSHIP - FIRST THURSDAY SPEAKER SERIES - CMO
599957	13-Feb-2019	1,282.94	CLARK PUBLIC UTILITIES	ELECTRIC USAGE OLD FIRE STATION #1
599958	13-Feb-2019	44,294.41	COLUMBIA FORD	2019 FORD K8A POLICE UTILITY - VIN 1FM5K8AR5KGB15629 - EQUIP SERVICES
599958	13-Feb-2019	30,979.64	COLUMBIA FORD	2019 FORD TRANSIT - VIN NM0LS7E27K1399509 - EQUIP SVCS

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599958	13-Feb-2019	30,979.64	COLUMBIA FORD	2019 FORD TRANSIT - VIN NM0LS7E27K1399512 - EQUIP SVCS
599958	13-Feb-2019	30,979.64	COLUMBIA FORD	2019 FORD TRANSIT - VIN NM0LS7E29K1399513 - EQUIP SVCS
599958	13-Feb-2019	51,001.12	COLUMBIA FORD	2019 FORD X2B F250 - VIN 1FD7X2B6XKED40703 - EQUIP SVCS
599959	13-Feb-2019	9,769.02	COLUMBIA RESOURCE COMPANY	ACCT 130625 - 19JAN - DISPOSAL FEE - OPS CENTER
599959	13-Feb-2019	1,743.78	COLUMBIA RESOURCE COMPANY	ACCT 130635 - 19JAN - CODE COMPLIANCE DISPOSAL FEE - SHAREHOUSE TALKIN TRASH - SOLID WASTE
599960	13-Feb-2019	154.00	COLUMBIAN PUBLISHING COMPANY	ACCT 263636 - ADVERTISING - 1/31/2019-1/31/2019 - URBAN FORESTRY
599961	13-Feb-2019	570.92	COMCAST CABLE COMMUNICATIONS	SUMMARY: CURRENT CHARGES - 19FEB - MULTIPLE LOCATIONS
599962	13-Feb-2019	297.83	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
599963	13-Feb-2019	410.60	DEPT OF LABOR AND INDUSTRIES	SUMMARY: ACCR18 - 2018-2020 BI-ANNUAL INSP/CERT FEE - MULTIPLE VESSELS - OP CENTER
599964	13-Feb-2019	569.51	DSU PETERBILT & GMC INC	ACCT 53317 - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
599965	13-Feb-2019	288.00	ELIZABETH HARRIS	REF AIRPORT
599966	13-Feb-2019	304.18	EMERALD SERVICES INC	ACCT CI36252 - DISPOSAL OF SPENT FLUIDS FOR 2019 - EQUIP SERVICES
599967	13-Feb-2019	1,937.42	EPIC LAND SOLUTIONS INC	ACCR18 - PROJ 0810 - ON-CALL RIGHT-OF-WAY SERVICES - SE EVERGREEN HWY TRAIL PHASE II - THRU 01/13/19 - TRANSPORTATION
599967	13-Feb-2019	2,206.31	EPIC LAND SOLUTIONS INC	ACCR18 - PROJ 0811 - ON-CALL RIGHT-OF-WAY SERVICES - EVERGREEN TRAIL - THRU 01/13/19 - TRANSPORTATION
599968	13-Feb-2019	275.00	ERF COMPANY INC	19FEB - WEATHER FORECASTING SERVICES - OP CENTER - RECEIPT 139998 BY P NEWTON PER E-MAIL
599969	13-Feb-2019	1,985.00	EUROFINS EATON ANALYTICAL INC	ACCR18 - FOLDER 776624 - SAMPLE TESTING SERVICES - 12/03/18 - MP ENG
599970	13-Feb-2019	1,551.90	EXELTECH CONSULTING INC	ACCR18 - PROJ 1808 - VARIOUS PROJECTS - THRU 12/31/18 - CONSTRUCTION - RECEIPT 139993 BY L PETERSEN PER E-MAIL
599972	13-Feb-2019	1,848.80	FERRELL GAS INC	SUMMARY: PROPANE FOR CITY - THRU 01/15/19 - EQUIP SERVICES
599973	13-Feb-2019	60.79	Fields, James B	GAS REIMBURSEMENT
599974	13-Feb-2019	17,761.50	FRIENDS OF TREES	01/12/19 - FORESTRY SERVICES - RIGHT-OF-WAY & PRIVATE PLANTING/PRUNING SERVICES - URBAN FORESTRY
599975	13-Feb-2019	100.00	Fritz, Cevin	WATER TREATMENT OPERATOR 2 EXAM REIMBURSEMENT
599976	13-Feb-2019	2,164.00	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
599977	13-Feb-2019	1,098.26	GENUINE PARTS COMPANY	SUMMARY: 19JAN - PARTS FOR VEHICLE/EQUIPMENT - EQUIP SVCS
599978	13-Feb-2019	2,523.28	GEORGE ELEVATOR SERVICE LLC	19JAN - MONTHLY ELEVATOR MAINTENANCE - MULTIPLE CITY LOCATIONS - OP CENTER - RECEIPT 139935 BY P NEWTON PER E-MAIL
599979	13-Feb-2019	44,465.46	GGLO LLC	ACCR18 - PROJ 2018013.01 - CREATE HEIGHTS SUBAREA PLAN - THRU 12/31/18 - LRP - RECEIPT 140031 BY B THOMAS PER E-MAIL
599980	13-Feb-2019	211.45	GORDON TRUCK CENTERS	CUST 96056 - 19JAN - PARTS FOR VEHICLE & EQUIP REPAIR - EQUIP SVCS
599981	13-Feb-2019	8,505.54	GVP VENTURES INC	EXECUTIVE SEARCH SERVICES - CLERICAL SUPPORT - THRU 01/16/19 - HR - RECEIPT 140270 BY A BAFUS PER E-MAIL
599982	13-Feb-2019	825.00	H&H WOOD RECYCLERS INC	ACCT 10-0000006 - THRU 01/18/19 - YARD DEBRIS RECYCLING - OPS CENTER
599983	13-Feb-2019	10,408.95	HARPER HOUF PETERSON RIGHELLIS INC	ACCR18 - PROJ VAN-64-E - WATER TOWER SEISMIC IMPROVEMENTS - THRU 12/28/18 - CONSTRUCTION - RECEIPT 140106 BY L PETERSEN PER E-MAIL
599983	13-Feb-2019	542.50	HARPER HOUF PETERSON RIGHELLIS INC	ACCR18 - PROJ VAN-67 - NORTH IMAGE PARK - THRU 11/16/18 - PARKS
599984	13-Feb-2019	6,744.17	HDR ENGINEERING INC	ACCR18 - PROJ 10080977 - RIGHT OF WAY ACQUISITION SERVICES-EVERGREEN HWY & 102ND CRT CULVERT REPLACEMENT - THRU 12/29/18 - MP ENG - RECEIPT 140044 BY L JONES PER E-MAIL
599985	13-Feb-2019	3,774.83	HERRERA ENVIRONMENTAL CONSULTANTS	ACCR18 - PROJ 14-05818-004 - BURNT BRIDGE CREEK 2018 WATER QUALITY MONITORING - THRU 12/28/18 - MP ENG - RECEIPT 140038 BY L JONES
599986	13-Feb-2019	534.76	IAFF LOCAL #452	23 2018 RETRO COMMAND DUES
599987	13-Feb-2019	154.03	JAMES GREENE	REF AIRPORT

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599988	13-Feb-2019	2,500.00	JCI JONES CHEMICALS INC	ORDER 575387 - CHLORINE 150 LB CYLINDERS - 10 EA - OP CENTER
599989	13-Feb-2019	1,415.00	JENSEN HUGHES INC	ACCR18 - PROJ 1CWC16004.002 - VANCOUVER FD PLAN REVIEW - THRU 09/28/18 - FIRE
599990	13-Feb-2019	100.36	Jordan, Marsha Diane	PR #91676, 08/10/18, 3RD QTR 2018 PAYROLL CHECK
599991	13-Feb-2019	17,086.37	JOY J MCCRAY	PARCEL 110291238 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 201 SE 104TH AVE - SEWER CONNECTION FEE - 19FEB - CONSTRUCTION
599992	13-Feb-2019	249.00	KATHY MILLER DBA BODYWELL MASSAGE	11/26/18-01/15/19 - MASSAGE SERVICES - FIRSTENBURG COMM CTR
599993	13-Feb-2019	12,433.30	KEATING BUCKLIN & MCCORMACK INC PS	ACCR18 - CLIENT MATTER 1109-00002 - LEGAL SERVICES - COV ADV QUINN - 12/13/18-01/12/19 - RISK - PROJ 922732
599994	13-Feb-2019	4,590.00	KEITHS SPORTING GOODS INC	OPERATING SUPPLIES - VPD
599995	13-Feb-2019	1,588.00	KELLY SERVICES INC	MELVIN, DJ - ORDER A2615 - W/E 02/03/19 - INFO TECH - RECEIPT 140373 BY J SCHOESSLER PER E-MAIL
599996	13-Feb-2019	298.34	Koellermeier, Douglas K	4378 TRIAL - TACOMA WA
599997	13-Feb-2019	585.34	LACY WEED	LIABILITY CLAIM SETTLEMENT PAYMENT TO CLAIMANT FOR PROJECT 922898 - DOL: 01/26/19 - RISK
599998	13-Feb-2019	1,198.37	LANDMARK FORD	ACCT 5294 - PARTS FOR CITY EQUIPMENT - EQUIP SERVICES
599999	13-Feb-2019	200.00	LEE NICHOLAS	01/27/19 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS - RECEIPT 140180 BY A THOMPSON PER E-MAIL
600000	13-Feb-2019	284.00	LINGUAVA INC	ACCR18 - CUST 19059 - INTERPRETING SERVICES - 11/02/18-12/10/18 - VPD - RECEIPT 139972 BY A CARMAN PER E-MAIL
600001	13-Feb-2019	273.08	LN CURTIS & SONS	CUST C32902 - ORDER 453475 - FIRE
600001	13-Feb-2019	345.45	LN CURTIS & SONS	CUST C32902 - ORDER 453618 - FIRE
600002	13-Feb-2019	1,600.00	LORI BRYAN	LIABILITY CLAIM SETTLEMENT PAYMENT FOR PROJECT 922889 - DOL: 07/05/18 - RISK
600003	13-Feb-2019	3,300.00	LSW ARCHITECTS PC	ACCR18 - TASK ORDER 13 - 18MAR-18DEC - TENNIS CENTER ROOF REPLACEMENT DESIGN/CONSTRUCTION - FACILITIES
600004	13-Feb-2019	5,380.00	MACKAY & SPOSITO INC	ACCR18 - PROJ 17079 - CTC STORMWATER RETROFIT PHASE II - THRU 01/05/19 - TRANSPORTATION - RECEIPT 139992 BY L PETERSEN PER E-MAIL
600005	13-Feb-2019	196.00	MARTIN V OVERSTREET	REF AIRPORT
600006	13-Feb-2019	186.55	McEnerny-Ogle, Anne M	POST TRAVEL WINTER DC TRIP
600007	13-Feb-2019	2,048.76	METRO OVERHEAD DOOR INC	SUMMARY: DOOR REPAIR SERVICES - DEC/JAN - OP CENTER
600008	13-Feb-2019	1,940.50	MEYER SIGN CO OF OREGON INC	PEDESTRIAN WAYFINDING SIGNS-PH 1 - RETAINAGE RELEASE
600009	13-Feb-2019	3,088.71	MISCELLANEOUS	SUMMARY: MISC CITY UTILITIES REFUNDS
I	13-Feb-2019			
600019	13-Feb-2019			
600020	13-Feb-2019	1,052.25	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 01/13/19 - PAYROLL WORK DAY PROJ
600021	13-Feb-2019	7,200.00	MUNICIPAL CODE CORP	CUST 70-115 - 2019 ANNUAL WEBSITE HOSTING MAINTENANCE AND SUPPORT - MEDIA SERVICES
600022	13-Feb-2019	59.70	MUNICIPAL EMERGENCY SERVICES INC	CUST C38471 - SO1231868 - OPERATING SUPPLIES - FIRE
600022	13-Feb-2019	436.52	MUNICIPAL EMERGENCY SERVICES INC	CUST C38471 - SO1238461 - OPERATING SUPPLIES - FIRE
600022	13-Feb-2019	5,746.72	MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - PARACLETE HELMETS - QTY 14 - VPD
600023	13-Feb-2019	1,366.80	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 12/21/18 & 01/03/19-01/09/19 - VPD - RECEIPT 140047 BY A CARMAN PER E-MAIL

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600024	13-Feb-2019	27,586.96	NETWORK COMPUTING ARCHITECTS INC	CUST CIT080 - COMPUTER HARDWARE/SOFTWARE - SHIPPED 01/16/19 - INFO TECH - RECEIPT 140127 BY J SCHOESSLER PER E-MAIL
600025	13-Feb-2019	20,726.68	NORTHEAST ELECTRIC LLC	ACCR18 - ST JAMES & 42ND AVE TRAFFIC SIGNAL IMPROVEMENTS - EST 1 - THRU 01/15/19
600026	13-Feb-2019	341.00	NORTHWEST CASCADE INC DBA HONEY BUCKET	SUMMARY: PORTA POTTY RENTALS - 01/19/19-2/15/19 - OPS CENTER
600027	13-Feb-2019	12,859.04	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 1/20/2019
600028	13-Feb-2019	9,143.72	NW NATURAL	SUMMARY: GAS USAGE 1/9/18-2/7/19 - MULTIPLE LOCATIONS
600029	13-Feb-2019	7,916.23	OBEC CONSULTING ENGINEERS INC	ACCR18 - JOB 0503-0013.00 - SEISMIC IMPROVEMENTS-WATER TOWERS - THRU 12/31/18 - MP ENG - RECEIPT 140043 BY L JONES PER E-MAIL
600030	13-Feb-2019	50.00	Oceguera, Darren M	BASIC SEX OFFENDER; JAN. 2019
600031	13-Feb-2019	2,245.00	OVERTON SAFETY TRAINING INC	01/22/19 - SERVICE TRUCK CRANE OPERATOR QUALIFICATION ONSITE TRAINING - 8 STUDENTS - OP CENTER
600032	13-Feb-2019	8,238.40	OWEN EQUIPMENT CO DBA BENKOMATIC	ACCT 38631 - ORDER 108744 - COMHUB 5 PERS, (5) HEADSETS & ACCESSORIES - WATER
600033	13-Feb-2019	25.00	PETTY CASH CUSTODIAN	PESTICIDE LICENSE - BRITTANY BRIDGER
600033	13-Feb-2019	25.00	PETTY CASH CUSTODIAN	PESTICIDE LICENSE - MICHAEL MCDONALD
600033	13-Feb-2019	58.00	PETTY CASH CUSTODIAN	PESTICIDE TESTING - BRITTANY BRIDGER
600033	13-Feb-2019	58.00	PETTY CASH CUSTODIAN	PESTICIDE TESTING - ISIDORO FLORES
600033	13-Feb-2019	58.00	PETTY CASH CUSTODIAN	PESTICIDE TESTING - TRAVIS MOORE
600034	13-Feb-2019	117.64	PETTY CASH CUSTODIAN	FOOD- MEETING
600034	13-Feb-2019	44.38	PETTY CASH CUSTODIAN	FOOD- TIP KICKOFF MTG
600034	13-Feb-2019	26.70	PETTY CASH CUSTODIAN	PARKING
600034	13-Feb-2019	20.00	PETTY CASH CUSTODIAN	PARKING - GIS WORKSHOP
600034	13-Feb-2019	19.40	PETTY CASH CUSTODIAN	PHOTOS- COUNCIL
600035	13-Feb-2019	1,231.42	PFEIFERS MOBILE CONCRETE	01/15/19 - CONCRETE DELIVERY - 3311 NE 132ND AVE - OPS CENTER
600036	13-Feb-2019	1,990.22	PHYSIO CONTROL INC	ACCT 07176402 - SO C0258497 - QUARTERLY MAINTENANCE - 01/19/19-03/31/19 - AGREEMENT DS020486 - FIRE - RECEIPT 140251 BY C NELSON PER E-MAIL
600036	13-Feb-2019	4,876.05	PHYSIO CONTROL INC	ACCT 07176402 - SO C0258602 - QUARTERLY MAINTENANCE - 01/19/19-03/31/19 - AGREEMENT DS025315 - FIRE - RECEIPT 140267 BY C NELSON PER E-MAIL
600037	13-Feb-2019	7,064.43	PMI TRUCK BODIES, INC.	TRUCK BEDLINER & ACCESSORIES - FORD F350 1FT8X3A66KED00909 - EQUIPMENT SVCS
600038	13-Feb-2019	213.00	Popravak, Nicholas Anthony	BOOT REIMBURSEMENT
600039	13-Feb-2019	1,424.75	PORTER W YETT CO	CUST 20408 - CRUSHED ASPHALT 1" - 0" - 143.19 UNITS - 01/09/19-01/10/19 - OP CENTER
600039	13-Feb-2019	366.56	PORTER W YETT CO	CUST 20408 - CRUSHED ASPHALT 1" - 0" - 36.84 UNITS - 01/14/19 - OP CENTER
600039	13-Feb-2019	792.61	PORTER W YETT CO	CUST 20408 - CRUSHED ASPHALT 1" - 0" - 79.66 UNITS - 01/14/19-01/18/19 - OP CENTER
600040	13-Feb-2019	1,162.00	PORTLAND ADVENTIST MEDICAL CENTER	19JAN - MEDICAL TESTING SERVICES - VPD - RECEIPT 140394 BY A CARMAN PER E-MAIL
600041	13-Feb-2019	5,744.87	PORTLAND MECHANICAL CONSTRUCTION INC	TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - PARTIAL RETAINAGE RELEASE
600042	13-Feb-2019	93.16	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/SPECIAL EVENTS - TEEN LATE NIGHT - 01/06/19-01/12/19 - RECEIPT 140469 BY C VOGELZANG PER E-MAIL
600042	13-Feb-2019	87.34	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/SPECIAL EVENTS - TEEN LATE NIGHT - 01/18/19 - RECEIPT 140469 BY C VOGELZANG PER E-MAIL
600043	13-Feb-2019	75.00	PROFESSIONAL CREDIT SERVICE	INV 6565 DATED 2/7/19
600044	13-Feb-2019	6,449.80	REXEL INC	CUST 956672 - OPERATING SUPPLIES - OPS CENTER

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600045	13-Feb-2019	5,677.62	RIGHT OF WAY ASSOC INC	ACCR18 - REF 15001-010-000 TO 15001-010-080 - SE 1ST ST-NE 164TH AVE TO NE 192ND AVE - RIGHT OF WAY SERVICES - 11/01/18-12/31/18 - TRANSPORTATION - RECEIPT 139990 BY L PETERSEN PER E-MAIL
600046	13-Feb-2019	2,528.64	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 01/11/19 - HR
600047	13-Feb-2019	10.00	Savage, Steven S (Steve)	LATERAL BACKGROUND TRIP D.C.
600048	13-Feb-2019	4.55	SHRED IT USA LLC	CUST 14978866 - DOCUMENT DESTRUCTION - 01/08/19 - UTILITIES
600049	13-Feb-2019	65,870.02	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES - THRU 01/15/19 - INFO TECH - RECEIPT 140171 BY S COOLEY PER E-MAIL
600049	13-Feb-2019	7,313.64	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES/EXPENSE REIMBURSEMENT - THRU 01/15/19 - INFO TECH - RECEIPT 140172 BY S COOLEY PER E-MAIL
600050	13-Feb-2019	2,176.29	SOFTWARE HOUSE INTERNATIONAL SHI	SUMMARY: ADOBE PROFESSIONAL LICENSES - INFO TECH - J SCHOESSLER
600051	13-Feb-2019	6,732.88	SP PLUS CORPORATION	ACCR18 - 18DEC - PARKING SERVICES
600052	13-Feb-2019	80.00	Spencer, Travis Ray	BOOT REIMBURSEMENT
600053	13-Feb-2019	17.50	STATE OF ARIZONA	12/14/18 - COPY FEE - UNEMPLOYMENT INSURANCE BENEFIT INFORMATION - PREPAID/DOCUMENTS TO BE MAILED UPON PAYMENT - VPD
600054	13-Feb-2019	2,127.29	STATE OF WASHINGTON	ACCR18 - PROJ T1422AFR - 2018 BRIDGE INSPECTIONS - 18DEC - TRANSPORTATION
600055	13-Feb-2019	6,729.90	STATE OF WASHINGTON	CITY OF VANCOUVER FORM A8-2 PAYMENT
600056	13-Feb-2019	37,397.39	STATE OF WASHINGTON	EXCESS COMPENSATION BENEFIT - DEATHERAGE, E.
600057	13-Feb-2019	83.75	STERICYCLE INC	CUST 6029888 - 19JAN - MEDICAL WASTE REMOVAL - VPD
600057	13-Feb-2019	10.36	STERICYCLE INC	CUST 6029950 - 19JAN - HAZARDOUS MATERIAL DISPOSAL - OP CENTER
600058	13-Feb-2019	335.00	Stoolfire, Aleesa Kate	CDL TESTING & ENDORSEMENT REIMBURSEMENT
600059	13-Feb-2019	102.00	Swift, David J	CDL RENEWAL REIMBURSEMENT
600060	13-Feb-2019	84.75	Taylor, Christopher A (Chris)	BLEA
600061	13-Feb-2019	1,845.00	TEKSYSTEMS	BENSON ROBERT - W/E 01/26/19 - INFO TECH - RECEIPT 140303 BY J SCHOESSLER PER E-MAIL
600061	13-Feb-2019	4,000.00	TEKSYSTEMS	LAWSON COREY - W/E 01/19/19 - INFO TECH - RECEIPT 140310 BY J SCHOESSLER PER E-MAIL
600061	13-Feb-2019	3,200.00	TEKSYSTEMS	LAWSON COREY - W/E 01/26/19 - INFO TECH - RECEIPT 140311 BY J SCHOESSLER PER E-MAIL
600062	13-Feb-2019	41.16	TERRY A JENSEN	REF PKG PERMIT COV07719
600062	13-Feb-2019	41.16	TERRY A JENSEN	REF PKG PERMIT COV07720
600063	13-Feb-2019	2,645.66	THE HARTFORD	CLAIM Y2D AC 78251 - LIABILITY SETTLEMENT PAYMENT TO INSURER - RE: M & L WEST - DOL:11/19/18 - RISK
600064	13-Feb-2019	108.40	TOWING & RECOVERY SERVICES INC	TOWING - FORD CROWN VIC - LIC 374-HLC WA - FROM 16310 SE CASCADE PARK DR TO EAST PRECINCT - CASE UNSPECIFIED - VPD
600065	13-Feb-2019	284.55	TRIPLE J ENTERPRISES	SUMMARY: TOWING - MULTIPLE LOCATIONS - VPD
600066	13-Feb-2019	957.49	TYREE OIL, INC	CUST 0048324 - ORDER 0687636 - OPERATING SUPPLIES - EQUIP SERVICES
600067	13-Feb-2019	13.45	UNITED PARCEL SERVICE	19FEB - SHIPPER 856018 - 2/2/2019 - SHIPPING CHARGES OPS
600068	13-Feb-2019	103.65	UNITED PARCEL SERVICE	19FEB - SHIPPER #8E9480 - SHIPPING CHARGES - MAIL ROOM
600069	13-Feb-2019	128.58	UNITED PARCEL SERVICE	19JAN - SHIPPER #8E9480 - SHIPPING CHARGES - MAIL ROOM
600070	13-Feb-2019	796.62	US BANK	ACCT 869366948 - 19JAN UNLEADED FUEL CARD PURCHASES FOR MISC CITY VEHICLES - EQUIP SERVICES
600071	13-Feb-2019	28.60	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 2-2 8 - DEODORIZING SERVICE - 01/01/19 - FIRE 5 - RECEIPT 140335 BY C NELSON PER E-MAIL
600071	13-Feb-2019	153.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 4-1 2 - DEODORIZING SERVICE - THRU 01/15/19 - TOWN PLAZA - 5411 E MILL PLAIN BLVD - OP CENTER - RECEIPT 140156 BY P NEWTON PER E-MAIL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
600072	13-Feb-2019	30.02	VERIZON WIRELESS	ACCT 723202384-00001 - WIRELESS SERVICE - 12/24/18-1/23/19 - UTILITIES
600073	13-Feb-2019	400.10	VERIZON WIRELESS	ACCT 670557900-00018 - CURRENT CHARGES - 12/24/18-1/23/19 - VPD
600074	13-Feb-2019	466.14	VERIZON WIRELESS	ACCT 242002506-0001 - WIRELESS SERVICE - 12/24/18-1/23/19 - UTILITIES
600075	13-Feb-2019	40.01	VERIZON WIRELESS SERVICES LLC	ACCT 972233911-00002 - MOBILE BROADBAND MONTHLY CHARGES 12/24/18-1/23/19 - J SEARS - FACILITIES
600076	13-Feb-2019	1,191.30	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE
600077	13-Feb-2019	271.93	WASTE CONNECTIONS INC	ACCT 2010-1166287 - 19JAN - SHARE PILOT @ 1115 W 13TH ST - SOLID WASTE
600078	13-Feb-2019	115,565.45	WASTE CONNECTIONS INC	SUMMARY: CURBSIDE RECYCLE/CODE COMPLIANCE/COMM PILOT-SOLID WASTE
600079	13-Feb-2019	10.00	Whitney, Michael A	RECRUIT WA DC/JAN. 2019
600079	13-Feb-2019	61.00	Whitney, Michael A	SHOT SHOW TRAINING
600080	13-Feb-2019	3,879.00	WILLIAMS KASTNER & GIBBS PLLC	ACCR18 - CLIENT 32569 - MATTER 0101 - LEGAL SERVICES - 18DEC - INVOKE VMC 3.05.200(2) - RISK - PROJ 922732
600081	13-Feb-2019	5,781.38	WINTERBAUER & DIAMOND PLLC	ACCR18 - ACCT 1987-01M - LEGAL SERVICES - THRU 10/31/18 - HR
600081	13-Feb-2019	9,376.00	WINTERBAUER & DIAMOND PLLC	ACCR18 - ACCT 1987-01M - LEGAL SERVICES - THRU 11/30/18 - HR
600082	13-Feb-2019	58.26	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 01/12/19 - FINANCE/MAILROOM
600083	13-Feb-2019	2,362.29	ZAYO GROUP, LLC	19FEB - SERVICE AGREEMENT, INTERNET SERVICE, TELECOMMUNICATIONS - IT
20001466	05-Feb-2019	17,833.75	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
I	I			
20001467	11-Feb-2019			
	SUBTOTAL	7,306,951.52		
VISA	12-Feb-19	39.61	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 2-05-2019 thru 2-11-19
VISA	12-Feb-19	2,436.50	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 2-05-2019 thru 2-11-19
VISA	12-Feb-19	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 2-05-2019 thru 2-11-19
VISA	12-Feb-19	-	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 2-05-2019 thru 2-11-19
VISA	19-Feb-19	513.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 2-12-19 thru 2-18-19
VISA	19-Feb-19	1,084.74	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 2-12-19 thru 2-18-19
VISA	19-Feb-19	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 2-12-19 thru 2-18-19
VISA	19-Feb-19	-	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 2-12-19 thru 2-18-19
	SUBTOTAL	4,073.85		
	TOTAL	7,311,025.37		
EXCEPTIONS: The following wires were missed on the previous report due to backdating to the actual wire date.				
Check Number	Actual Wire Date	Amount	Date Entered / Vendor Name	Description
120221	31-Jan-19	4,690.24	05-Feb-2019 ACTIVE NETWORK	***WIRE*** ACTIVENET FEES - 1/16/19-1/31/19 - TREASURY
120250	4-Feb-19	133,362.66	06-Feb-2019 CLARK COUNTY	***WIRE*** EVERGREEN AND VANCOUVER SCHOOL DISTRICT IMPACT FEES - TREASURY
120290	4-Feb-19	63,358.44	12-Feb-2019 BANK OF AMERICA	***WIRE*** 19JAN MERCHANT SERVICES FEES - TREASURY

City of Vancouver
Payroll Council Report
February 5, 2019 - February 18, 2019

Check No.	Date	Explanation	Amount
92681-92759	02/08/19	3 2019 Payroll	\$ 34,382.01
N/A	02/08/19	3 2019 Direct Deposits	\$ 2,885,573.94

\$ 2,919,955.95

Solid Waste Code Update



February 25, 2019

Vancouver City Council Workshop

Tanya Gray, Solid Waste Supervisor

Rich McConaghy, Environmental Resources Manager

Brian Carlson, Public Works Director

Presentation Overview

- Key aspects of proposed new collection contract on tonight's consent agenda
- Rate ordinance – changes associated with proposed new contract and housekeeping items
- Questions



Primary Contract Points

- Curbside Residential Organics & Commercial Organics
- Rates for Residential Recycling Collection and Processing
- Commercial Recycling
- Services in high-density areas
- Shifting Costs

Primary Contract Points Continued...

- Equipment
- Recycling Contamination Reduction Plan
- Enhanced Customer Service
- Drop-Off Recycling
- Annexation



Ordinance Updates

- Residential Food Waste collection: define food waste, add new service levels and rates
- Establish “recyclables processing surcharge” and increase monthly recycling collection fee for households
- Space Constrained Customers: define customers, add new service levels and rates
- Housekeeping

Curbside Residential Organics

- Food scraps added to yard debris collection program: Fall 2019
- Program remains subscription service at current rate of \$7.43/month
- Subscribers can set out 96-gallon carts, collected every other week
- New service levels offered for possible Food-Waste-Only customers:
 - 64 gallons, every other week: \$6.43/month
 - 32 gallons, every other week: \$5.43/month
 - 20 gallons, every other week: \$4.43/month



Commercial Organics

- Lowers the cost of existing commercial organics collection service
- 64-gallon cart collected every other week for \$8.26/month
New service level and rate
- 64-gallon cart collected weekly for \$16.52/month
43% reduction from current \$29.15/month
- Rates effective October 1, 2019



Commercial Organics - 7

Recycling Collection

- Realign contractor payment to reflect current markets for recyclable commodities.
 - Current payment: \$39.50/Ton. Proposed \$10/Ton
 - Solid Waste Fund currently subsidizing shortfall of \$440,000/year
 - Requires \$0.69/month SF and \$0.20/month MF rate increase
- Contractor proposes the following reduction to current rate:
 - \$0.50/month for single-family residence
 - \$0.20/month for multifamily unit
- Single-family recycling rates: Increase from \$3.01 to \$3.20/month.
Multifamily: Remains at \$1.29/month

Recycling Processing



- Regional partners are conducting analysis to determine fee to address recent added costs of processing recyclables
- Anticipated: \$68.91 per ton
- Current and proposed contract allows for cost to be passed through to customers
- Single Family: \$1.77/month. Total: \$4.97/month
- Multifamily: \$0.78/month. Total \$2.07/month
- Effective Date: March 1, 2019

Services in High Density Areas

Space Saver Example – monthly fee for basic service of 6 cubic yards of garbage – comparing varied container size & frequency

Commercial Service Level:	6- yd with 1 pickup/wk	1-yd with 6 pickups/wk	Frequency “Premium”	Premium (Percent)
“Regular” Rate	\$459.34	\$787.44	\$328.10	+ 71%
“Space Saver” Rate	\$459.34	\$505.27	\$45.93	+ 10%
Difference / Savings	\$0	\$282.17	Savings is 36% Below Regular Rate	

Proposed Rates – Residential



Typical Single-Family Residential Customer

OPTIONAL

Service Level:	32-gal wkly Garbage	96-gal EOW Recycling	96-gal EOW Yard Debris	Combined monthly rate
Current	\$19.22	\$3.01	\$7.43	\$29.66
Proposed	\$19.22	\$4.97*	\$7.43**	\$31.62
Difference	\$0	\$1.96 (65%)	\$0	\$1.96 (7%)

* Includes proposed pass-through processing costs (\$1.77/month)

** Includes addition of food waste/organics service beginning October 1, 2019

Note: EOW = Every Other Week

Proposed Rates – Commercial

Typical Commercial Customer:

OPTIONAL



Service Level:	2-yd wkly Garbage	3-yd wkly Recycling	Combined monthly rate	Solid Waste Fund
Current	\$196.86	\$0	\$196.86	\$26**
Proposed	\$197.84*	\$11	\$208.84	\$15
Difference	\$0.98 (0.5%)	\$11	\$11.98 (6%)	

* Increase would not take effect until January 1, 2020

** Current contributions per month by Solid Waste Fund

Proposed Rates – New Options

- “Space Saver” Rates: New for qualifying commercial customers.
- Frequency: Adding new frequency of commercial service in high density areas based on 7 days per week.
- Organics: New service levels will be added to residential organics collection. Commercial food waste to be offered at a reduced rate.

Questions



Questions

- Tanya Gray, Solid Waste Supervisor
tanya.gray@cityofvancouver.us or 360-487-7163
- Rich McConaghy, Environmental Resources Manager
rich.mcconaghy@cityofvancouver.us or 360-487-7165



Staff Report 027-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/25/2019

SUBJECT Garbage, Yard Debris/Organics and Recycling Collection Rate Modifications and Other Solid Waste Code Updates to be effective April 1, 2019

Key Points

- Recent changes in global recycling markets have significantly impacted the costs for processing residential recyclables collected from throughout Clark County. As a result, Clark County will be approving a new processing fee of \$68.91 per ton, anticipated to be effective March 1, 2019, to be paid by Waste Connections when delivering commingled recyclables to the West Van Materials Recovery Facility.
- Vancouver, and other cities that set collection rates and are part of the regional solid waste system, will pass along this impact as a "recyclables processing surcharge" that will be added to single-family and multi-family customer bills.
- As presented at a February 4th Council workshop, the City's collection contract with Waste Connections expires January 31, 2020. City Council directed staff to negotiate terms for a new contract with Waste Connections of Washington that will provide for organics collection (food scraps to be included in subscription yard debris service), which was a condition of a contract extension.
- Council will consider the new contract for adoption during the February 25 Council meeting. Part of the new contract requires rate adjustments.
- The proposed rate ordinance provides a number of rate modifications associated with implementation of the new contract though, generally, customer rates for most services will not change for the remainder of this year.
- Other language modifications are needed to update details of the City's Garbage Disposal ordinance (VMC 6.12) in concert with the new contract and other minor housekeeping changes.
- Amend VMC 5.94.020, VMC 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213 to modify language and solid waste rates effective April 1, 2019.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

City Council is the rate-making authority for garbage, residential recycling, and yard debris/organics collection services within the City of Vancouver. The City contracts with a private hauling company, Waste Connections of Washington, to provide comprehensive garbage, recycling and yard debris collection services to residents and businesses within city limits. The existing contract, last updated on June 1, 2009, is scheduled to expire on January 31, 2020. In response to City Council direction, City staff has negotiated with Waste Connections and prepared a draft contract for City Council consideration. The contract is presented as a separate item on the February 25 agenda and a draft of the new contract is attached to the February 11 staff report. If the new contract is approved, then the full set of rate adjustments included in the subject ordinance are needed to implement the new contract on April 1, 2019. If the contract is sent back for revision or a decision is made to issue an RFP, then the ordinance would need to be modified, in which case, staff will come back to a future meeting with appropriate changes focused primarily on the new curbside and multifamily “recyclables processing surcharges”.

Recyclables Processing Surcharge/Reduced Revenue from Sale of Recyclables

The rate change of most consequence to single-family curbside and multi-family recycling customers is a new “recyclables processing surcharge” of \$1.77 per month for single-family households and \$0.78 per month per unit for multi-family complexes. This surcharge is independent of the new Waste Connections contract; however, there is also a \$0.19 per month added cost for single-family curbside recycling that is linked to the new contract and is explained further in the following section below. Clark County is expected to approve a \$68.91 per ton processing fee on residential recycling tons delivered to the West Van Material Recovery Center effective March 1, 2019. The calculated pass-through surcharge will not apply to City customer bills until April 1; consequently the monthly charge for the remainder of the year will be slightly higher than if the effective date was also on April 1. City staff worked closely with Clark County Public Health, Columbia Resource Company and Waste Connections to review and analyze the rationale and calculations for these surcharges and believes the amount of the fees are reasonable and appropriate to address the need for slower processing speeds and increased staffing at the processing facility as a means of responding to the changes in global recycling markets over the last year and a half. As reported in August when staff previewed this topic, recycling continues to be marketed, mostly domestically; however, revenue is much lower than in the past and this is recognized through changes to the new contract, discussed below, and also is a factor in establishing the new surcharge. Note that the surcharge varies between single-family and multi-family service due to variation in the typical volumes set out on an annual basis (554 pounds per year for single-family and 245 pounds per year for multi-family units).

Currently single-family customers’ bills for garbage service include \$3.01 per month for required recycling service. With the change in the contract and as a result of reduced revenue received by the City from the sale of processed materials, the City has reduced its per ton payments to Waste Connections from \$39.50 per ton to \$10.00 per ton of recyclables collected. This increases by \$0.69 per month the portion of collection costs that single-family residents pay; however, Waste Connections has agreed to partially offset the increase by \$0.50 per household per month. So the net increase to the basic single-family fee is \$0.19 per month effective April 1 bringing the cost to

\$3.20 per month which is included in the monthly garbage fee tied to the level of service. The recyclables processing fee surcharge discussed above (\$1.77/month) is added to this amount and will be identified separately on the bill – the total single-family recycling charge with the surcharge is \$4.97 per month. For multi-family complexes the recycling fee is currently at \$1.29 per month and does not change because Waste Connections is offsetting the increase by \$0.20; however, the \$0.78 surcharge will bring the total cost to \$2.07 per month for multi-family units.

Organics Rates

A key new service in the contract is for expansion of the existing subscription-based every-other-week yard debris program (offered at the curb for residential customers) to include food scraps. This will be implemented six months after the new contract starts (October 1) allowing six months for planning, and development of outreach information. The fee for Organics collection (combined food scraps and yard debris) will be the same \$7.43 per month as the current yard debris only program (96-gallon volume). Rates will also be offered for reduced volumes of residential organics: \$6.43 per month for 64-gallons, \$5.43 for 32-gallons, and \$4.43 for 20-gallons. Once full Organics collection is offered the current “on-call” yard debris option/rate will no longer be offered. Commercial and multi-family Organics collection service at the curb will also be offered, beginning October 1, with the every-other-week option rate set at \$8.26 per month and a weekly option rate set at \$16.52 per month. Additional fees established for container garbage service will apply for those commercial or multi-family customers opting not to set carts at the curb. New drop box hauling rates, \$105.86 for non-compacted and \$117.62 for compacted, are also established for commercial customers selecting that service option, other existing drop box fees would apply when used.

Optional Commercial Recycling Pilot Program

The City has worked with Waste Connections over the last ten years to implement and expand a popular optional pilot commercial recycling program and has fully subsidized recycling service with carts, or up to a 3 cubic yard container, at a cost of \$26.00 per month per business serviced. With the new contract, the City's pilot program is being modified and the City subsidy will reduce to \$15.00 per month so that the participating businesses, if they choose to continue the service, will be asked to pay the balance, around \$11.00 per month; however, that fee may go up or down throughout the year in response to market fluctuations and material processing costs.

Services to Customers in Space Constrained areas – Space Saver and Seven Day Service Rates

Areas in Vancouver that include the historic downtown and newer mixed use zones aim to maximize space and create areas that are pleasant for both living, working and recreating. These designs may result in enclosures or garbage rooms in densely developed areas that lack sufficient space to store and service larger volume garbage containers. With less room, customers may require more frequent collection of a smaller-sized container(s). This design results in higher costs under the regular container rate schedule. New rates are established with the new contract to provide “space saver” rates for those locations where solid waste storage is identified as a significant challenge; thereby reducing the disincentive that some generators have reported under the existing linear rate structure. The rates are intended to encourage frequent removal of garbage and discourage storage of large containers in areas where aesthetics are important due to the mixed use design. The space saver rates offer an average of 14 percent savings over the regular

container rates but still require the businesses to pay a 10 percent premium (embedded in the rates being adopted) over what they would pay with a larger container and less frequent pickups, were the site conducive to using a larger container. Effective January 1, 2020, commercial container rates will increase by 0.5 percent to offset the cost of efficiently servicing the space constrained locations. It is anticipated that the space saver rates will apply to 10 percent of the customers. New rates for sites requiring seven days per week service are also created through the ordinance. Under the new contract, Waste Connections agrees to collect on Sundays where this is required to best meet customer needs.

Summary

Other changes within the code either refine definitions or provide needed clarifications to be consistent with terms of the proposed new Contract for Waste Connections of Washington. There are also a few other minor housekeeping changes unrelated to the contract. These are shown as edits to the existing code within the ordinance.

Staff recommends modifying customer rates as detailed in the ordinance. Unless noted within the sections (as for organics services) all adjustments will be effective April 1, 2019.

Advantage(s)

1. Adopting the recyclables processing surcharge assures that the City's contracted collector of residential recyclables is able to pay the new fees established at West Van on the effective date through Clark County action.
2. New or otherwise modified rates and fees or other code language support changes needed as a result of the new ten-year collection contract with Waste Connections of Washington.

Disadvantage(s)

Residential customers will pay higher recycling rates. For the typical single-family household with 32-gallon per week garbage and every-other-week recycling collection service, the combined monthly rate will increase by 8.8 percent, from \$22.23 to \$24.19, or \$1.96 per month. For those with optional yard debris service (\$7.43/month), the rate for combined services will increase by 6.6 percent, from \$29.66 to \$31.62, also \$1.96 per month.

Budget Impact

Modifying the rates along with approving the new Waste Connections contract will have savings to the Solid Waste budget of approximately \$740,000 per year allowing the Solid Waste Utility fund to be financially stable and sustainable moving forward. The City's Solid Waste fund is currently subsidizing a shortfall of approximately \$440,000 per year in contractor payments due to reduced recyclable materials revenues being received. Continuing that level of subsidy is not sustainable.

Prior Council Review

Changes related to the recyclables processing surcharge and the new collection contract were last discussed with Council on February 4, 2019.

Action Requested

On Monday, February 25, 2019, subject to second reading and public hearing, approve ordinance.

Tanya Gray, Solid Waste Supervisor, 487-7163

ATTACHMENTS:

- ▣ Ordinance
- ▣ Summary of Proposed Solid Waste Rates

02/11/19
02/25/19

ORDINANCE NO. M-_____

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and Titles 5.94 and 6.12 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 5.94.020, 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213; providing for severability; and establishing an effective date.

WHEREAS, solid waste collection, residential recycling, and yard debris rates were last changed by adoption of Ordinance M-4240 (October 1, 2018), and current rates became effective January 1, 2019, and

WHEREAS, the Clark County Council and County Manager, through amendment to the waste recycling, transfer and disposal contract with Columbia Resource Company managed by the County's Public Health Department, has approved a recyclables processing fee of \$68.91 per ton to be effective March 1, 2019, and

WHEREAS, the City's comprehensive waste collection contract provides that the City may adjust customer rates to accommodate changes in recyclables processing fees, and

WHEREAS, the City has chosen to adjust rates by calculating and applying a surcharge to the recyclables collection service, and implement those surcharges beginning April 1, 2019 to coincide with other proposed solid waste collection rate changes, and

WHEREAS, the recyclables processing fee and the dependent surcharges have been reviewed and found to be reasonable on the basis of changes in global markets for secondary materials and increased costs for operating the West Van Material Recovery Facility to assure that the community's diverted materials find dependable homes, and

WHEREAS, the Comprehensive Garbage, Multifamily and Single Family Recyclables, and Yard Debris Collection Contract with Waste Connections of Washington, Inc., dated June 1, 2009, allowed for an extension of the contract if a curbside Food Waste/Organics collection program is implemented, and

WHEREAS, on February 25, 2019, City Council approved of an amended contract with Waste Connections of Washington, Inc., retitled Comprehensive Garbage, Recyclables, and Organics Collection Contract ("the Contract"), which provides for residential organics collection starting in October 2019, and

WHEREAS, the Contract provides for desired service modifications which requires the establishment of new rates and charges to be incorporated into VMC 5.94 (SOLID WASTE UTILITY TAX) and VMC 6.12 (GARBAGE DISPOSAL) and general housekeeping changes.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 5.94.020, adopted by Ordinance M- 3896, is amended as follows:

5.94.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Collector" or "collector of solid waste and/or recyclables" means a person, company or contractor with whom or which the city has entered into a contract by which such person or firm collects and removes solid waste and/or recyclables.

“Solid waste collection service” means receiving solid waste for transfer, processing, treatment, storage, or disposal, including, but not limited to all collection services under contract with the City.

“Solid waste” means garbage, trash, rubbish, or other material discarded as worthless or not economically viable for further use and related services. The term does not include hazardous or toxic waste nor does it include material collected primarily for recycling or salvage – including organics ~~yard waste~~ and related services.

“Person” or "company", herein used interchangeably, means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, copartnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

“Taxpayer” means that person upon whom the solid waste utility tax is imposed.

Section 2. VMC 6.12.010, adopted by Ordinance M-3193, is amended as follows:

6.12.010 Definitions.

In this chapter, unless another meaning is plainly required:

"Can" means a receptacle that is watertight, galvanized, sheet metal or plastic receptacle not exceeding thirty-two gallons in capacity, four cubic feet or twelve pounds when empty and sixty-five pounds when full, fitted with ~~at least one~~ two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. ~~Except in the case of sunken cans, such eCans~~ shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Any can exceeding the size or weight restrictions above ~~or designed to be permanently below ground (sunken can)~~ shall be subject to an additional charge as set forth in the schedule of charges section of this chapter. Alternate receptacles such as bags, boxes and bundles may be used in place of cans; provided, that a customer's primary receptacle shall always be a ~~minican~~, can or cart.

"Cart" means a wheeled receptacle with attached lid ~~plastic receptacle~~ on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the contractor in accordance with the ~~collector's~~ contracts specifications and which is less than one cubic yard in capacity. Carts shall be rodent and insect resistant ~~weights shall not exceed sixty-five pounds per thirty-two gallons of nominal capacity.~~

"Collector" or "collector of solid waste and/or recyclables" means a person, company or contractor with whom or which the city has entered into a contract by which such person or firm collects and removes solid waste and/or recyclables as provided in this chapter, and in such contract.

"Container" means a detachable container which is to be left at a customer's premises and to be emptied into the collector's truck and which is lifted by mechanical means. All such containers shall be metal or of another material found by collector to be equally good for such purpose, easily cleanable and insect proof and rodent proof and approved by the city. If the containers are to be used for wet waste of any kind they shall be watertight and have metal or plastic lids.

"Customer" means every person, firm, partnership, association, institution and corporation utilizing solid waste collection or recyclables collection services in the city of Vancouver. The

term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

"Drop box" means a container which is placed on a collector's truck by mechanical means, hauled to the disposal site and returned to customer's premises.

"Dwelling unit" means any building or portion thereof which contains living facilities, including provision for sleeping, eating, cooking and sanitation, and including not more than one kitchen for not more than one family.

"Food scraps" means all compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the City's selected composting facility. This does not include compostable service ware, soiled paper or other materials prohibited by the organics processor (or composting facility). Food Scraps includes compostable plastic or paper bags used to contain materials, as approved by the organics processor.

"Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Receptacles for collection and disposal by the Collector. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Organics.

"Hazardous wastes" are those waste products which the city collector is unable to collect, transport or dispose of because of potential danger therefrom to personnel, equipment or landfill site or which rules of the health department, the Washington State Department of Ecology, the Oregon Department of Environmental Quality, or the Environmental Protection Agency, prohibit it from collecting, transporting or disposing of through the designated disposal system.

ORDINANCE - 5

"Health officer" means the city or county health officer, as defined in RCW 70.04.020, RCW 70.04.030 and RCW 70.06.020, or his or her authorized representatives.

~~"Minican" means a watertight, galvanized, sheet metal or plastic receptacle not exceeding twenty gallons in capacity, fitted with one sturdy handle, and a tight cover equipped with a handle. Minican weights shall not exceed forty pounds for each twenty gallons of nominal capacity.~~

"Multifamily residence" means a multiple-unit residence with five or more dwelling units on a consolidated solid waste collection bill.

"Organics" means any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food Scraps generated by any Residential or Commercial customers.

"Person" means every person, firm, partnership, association, institution and corporation. The term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

"Private drive" means a privately owned or maintained way serving fewer than four residences or serving less than one residence for every one hundred yards in length.

"Private road" means a privately owned and maintained way that allows for access by a service truck and which serves four or more residences.

"Public street" means any public way used by the public for travel, including alleys.

"Recyclable materials" means materials which have passed through their originally intended usage, have use or value as a commercial commodity, and are intentionally separated from solid waste by their original consumer for collection for the purpose of recycling, reuse, reprocessing

or remanufacture in accordance with the methods prescribed in this chapter and Chapter 5.62 VMC. Recyclable materials include but are not limited to paper, cardboard, metal, aluminum, glass, plastic, yard debris, used motor oil or other materials as may be designated now or hereafter by city administrative rule and/or the Clark County comprehensive solid waste management plan.

“Recyclables processing surcharge” means a monthly fee added to residential customer bills on an interim basis, and subject to annual increases or decreases, to assure that per ton charges assessed at the direction of Clark County at the Recycling facility for these materials is sufficient to offset increased operational costs for processing and market factors.

"Recycling" means transforming or remanufacturing materials into usable or marketable materials for use other than landfill disposal or incineration; except in the case of source-separated wood waste which has limited material use for use as fuel. Recycling includes composting of source-separated organics but not composting of mixed waste.

"Recycling facility" means a facility which separates, transforms or manufactures solid waste recyclable materials received from the public or other third-party generators, into usable or marketable material for reuse or resale rather than disposal by landfilling or incineration.

"Residence" or "residential" means any house, dwelling, multiunit residence, apartment house, trailer court or any building put to residential use.

"Residual waste" means a byproduct of the transformation or remanufacture of a recyclable material into a usable or marketable material.

"Single family residence" means all one-unit houses, as well as duplexes, triplexes, fourplexes or mobile homes with individual collection and billing located on a public street, private drive or private road. Single family residences located in an area that the city determines does not allow

safe access, turnaround, or clearance for collection vehicles or on a private drive will be deemed to be single family residences if materials are set out adjacent to a public street or private road.

"Solid waste" means and includes all forms of putrescible and nonputrescible wastes including but not limited to garbage, rubbish, refuse, household animal waste, dead animals under two hundred pounds, nonrigid containers (bags), rigid pesticide containers that have been properly decontaminated by jet or multiple rinsing, residential ashes, industrial wastes, swill, demolition waste, special waste and construction wastes, other materials and substances that are currently or may in the future be included in the definition of "solid waste" in ORS 459.005 or RCW 70.95.030 and which are accumulated in any public or private residence or commercial, business or industrial establishment; provided, for the purposes of Chapters 6.12 and 5.62 VMC, "solid waste" shall not include industrial byproducts, nor sewage, and shall not include hazardous wastes, or recyclable material which is source separated and set out for recycling purposes as such terms are defined in this chapter.

"Source separate" means the separation of recyclable or organic materials from solid waste, for the purpose of recycling or composting, at the place where the recyclable or compostable material and solid waste originates.

"Space-constrained locations" means commercial or multifamily sites located in the city core area or locations zoned Urban High Density and Commercial and Mixed Use, where the area of the enclosure, solid waste room or other spaces for storing garbage, recycling and organics collection containers or carts between collection days does not allow for once per week collection service. The Director of Public Works in consultation with the Collector shall make the final determination on whether particular commercial or multifamily customers qualify for reduced fees from the Regular Container rates of VMC 6.12.210 applied to the frequency and size of containers utilized.

"Special pickup" means collection of regular service, upon request of the customer, on a day or at a time other than the regularly scheduled day and time. Any amount collected upon such

request which is in excess of the regularly scheduled service shall be charged for at the extra can or extra yard rate, as applicable.

"Special waste" means solid waste to be collected by the city collector (even though it may be apart of a delivered load of solid waste) requiring special preparation by the customer prior to collection and special handling by either the collector or the county disposal system transfer station operator due to its large size or volume, dustiness, or other unique feature which is subject to special compensation as defined in Article ~~10~~12 of the "Contract Regarding Solid Waste Recycling, Transfer, Transport and Out-of County Disposal Between Clark County, Washington, and Columbia Resource Company, L.P.~~Tidewater Barge Lines, Inc.~~," dated January 1, 2006~~April 11, 1990~~. Special waste includes but is not limited to:

1. Dead animals over two hundred pounds;
2. Tires;
3. Batteries;
4. Used motor oil;
5. Noninfectious medical waste;
6. Discarded or abandoned vehicles or parts thereof;
7. Discarded home and industrial appliances;
8. Discarded furniture and mattresses;
9. Asbestos packaged and handled in accordance with applicable laws and permits;

10. Wastes listed in the definition of solid waste that by virtue of its size, weight or shape may require special handling;
11. Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits;
12. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes that require special approval by the Oregon Department of Environmental Quality, but which are not themselves hazardous wastes;
13. Soil, water, residue, debris or articles that are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, transport or disposal of wastes that require special approval by the Oregon Department of Environmental Quality, but which are not themselves hazardous waste;
14. Sewage sludge dewatered in accordance with applicable state and federal regulations;
15. Restaurant waste grease;
16. Residue and debris from wastewater treatment plant operations;
17. Livestock manure; or
18. Other wastes that because of change in any applicable Washington or Oregon law may no longer be treated as solid waste but may be handled under special requirements set forth in applicable statute, rule or permit. Special waste does not include hazardous waste or source-separated recyclables.

"Special waste handling and removal contractors" means commercial contractors who are certified and/or meet applicable laws and regulations to handle certain special wastes including medical waste, asbestos, residue or debris from a cleanup of a spill or release of chemical substances, street sweeping debris, catch basin cleanout waste and other special wastes as may be now or hereafter designated by city administrative rule or the Clark County comprehensive solid waste management plan, of which self-hauling these wastes is an incidental part of their business.

"Yard Debris" means leaves, grass, prunings, garden trimmings, branches and small trees. 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 in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

Section 3. VMC 6.12.020, adopted by Ordinance M-3193, is amended as follows:

6.12.020 Purpose.

The purpose of this chapter is to prevent harm to the health and safety of the public, to promote the public health, safety and general welfare by providing for the regulation of solid waste collection and disposal, maintaining consistent and reliable solid waste, organics and recyclables collection services. This chapter is necessary to preserve a clean and orderly community in which to live, protect the quality of life and environment and provide for the wise use of resources.

Section 4. VMC 6.12.110, adopted by Ordinance C-33 and last amended by Ordinance M-3688, is amended as follows:

6.12.110 Mandatory collection--Containers required.

a. The City of Vancouver has a system of universal compulsory garbage/solid waste collection and also a system by which recyclable materials shall be collected. Accordingly, every person in possession, charge or control of any house, dwelling, multiunit residence, apartment house, trailer court or any building put to residential use shall be charged for solid waste collection service and for collection of recyclable materials at the rates hereinafter specified, whether such person uses either such service or not; and in case any such person chooses not to actually use either such service he or she shall be charged for the service of checking to see whether he or she has solid waste or recyclable materials to be collected.

b. It is the duty of every person in possession, charge or in control of any house or dwelling, or of any roominghouse, multiunit residence, apartment house or trailer court to keep or cause to be kept an individual garbage can for each dwelling or unit therein; provided, in lieu of or in addition to garbage cans, apartment houses and trailer courts may use large containers, as hereinafter specified.

c. In addition, the city's contracted collector of recyclable materials shall provide all such persons who will agree to use them with appropriate and city-approved recycling bins or containers, to be picked up by the collector of recyclable materials per its agreement with the city.

d. The person in control of such dwelling or roominghouse, apartment house or trailer court shall deposit or cause to be deposited in the cans, carts, or containers all solid waste accumulating on the premises. When refuse is placed in any of the cans or carts the lid shall be properly replaced. Each can or cart shall be kept clean inside and out to reduce odors. Each can or cart, including recycling bins and yard debris receptacles, shall be left at

the curb for pickup not more than twelve hours before the scheduled pickup day and shall be removed from the curb in not more than twelve hours after the scheduled pickup day. Those customers with alley collection may leave their containers in the alley unless the collector or city requests the customer to store the container elsewhere due to space constraints, or health and safety concerns.

e. The person in charge of the premises likewise shall or shall arrange to place recyclable materials in the recycling bins, carts or containers provided by the city or collector therefore; provided, it shall be optional to such person as to whether to participate in such recycling program but each such person shall be charged for such service according to the schedule in Chapter 6.12 of this code whether he or she uses the services of the recycling program or not. All persons choosing to participate in the program, ~~including except those receiving~~ subscribed to carryout service for solid waste collection or ~~(with the exception of those receiving HELICO service)~~, shall place the recycling carts and bins within five feet of the curb or edge of the public street abutting the property, shall set them out not more than twelve hours before the scheduled pickup time, and shall remove them from the pickup location in not less than twelve hours after the scheduled pickup. The person or entity in control of any apartment house or other multifamily structure shall provide an area on the premises for the location of recycling carts or containers for use by all residents of such facilities. The carts and containers shall be located so that they may be picked up by the collector of recyclable materials per its agreement with the city.

f. Unless the resident has applied for and qualified for HELICO carryout service, or unless he or she has subscribed to ~~applied for~~ carryout service (as such terms are defined in

this chapter), he or she on each regular collection day shall place the garbage cart and any extra bags ~~can or cans~~, with any recycling bins or cart, within five feet of the curb or edge of the public street abutting the property. Whenever alleys exist, carts ~~cans~~ shall be placed so that service can be from five feet of the edge of such alley. When the customer has arranged to be on carryout service, he or she on each collection day shall place the carts, bins or cans in a consistent and reasonably accessible place which is not inside any building or carport, nor behind any fence or gate. Persons on HELICO carryout service shall place the carts ~~cans~~ at any reasonably accessible place.

g. It is the duty of every person in possession, charge or control of any shop, place of business or manufacturing establishment wherein solid waste is created or accumulated to keep or cause to be kept in a place accessible to the collector either a sufficient number of garbage cans such as are required for residential users, and subject to the same conditions, or may use larger containers or containers suitable for mechanical handling for such refuse. The collector shall furnish such a large container to any customer who orders one for service upon the rates specified in this chapter. All such containers shall be kept clean inside and out to reduce odors. A customer requesting a clean container to be supplied by collector shall pay for such service at the rate specified in the schedule of charges in Section 6.12.190.

h. At commercial locations the owner or tenant or their employees shall lawfully dispose of solid wastes by carrying them in the businesses' appropriate equipment to a disposal site or to other disposal facilities, but shall not contract with anyone other than the collector for that service, with the exception of special waste handling and removal contractors, for collection of such special wastes. If the special waste handling and removal

contractors do not own hauling equipment and require a subcontractor for hauling the special waste, they shall use the city's collector.

i. It is unlawful for anyone other than the owner or renter of the garbage cart, can, container or drop box or compactor to deposit any solid waste or other material therein except with the permission of such owner or renter.

j. Recyclable materials that are collected as such shall be reused, remanufactured into usable products and/or marketed for any use other than landfill disposal, incineration or fiber-based fuels. Source-separated wood waste which has limited use for recycling may be used for fuel; provided, it is separated from nonrecyclable materials before collection and transport.

Section 5. VMC 6.12.115, adopted by Ordinance M-3193, is amended as follows:

6.12.115 Discontinuance of service.

The collector shall use its best efforts to provide solid waste collection service to all customers in the applicable service areas. However, upon written approval from the ~~d~~Director of ~~p~~Public ~~w~~Works, the collector may deny or discontinue service to a customer if the ~~d~~Director or his or her designate determines pursuant to the procedures of this chapter or regulations promulgated pursuant to this chapter that a customer's acts or omissions warrant the denial or discontinuance of service. The collector shall discontinue service to a customer only when notified in writing to do so by the director and only after providing the customer affected with ten business days' written notice.

If a residential customer is unable to pay for all services received, the collector shall develop a mutually satisfactory payment plan and/or shift the customer to the least expensive service level, which may include eliminating organics collection services. For ~~residential~~ customer accounts that are sixty days past due, the collector is allowed to pursue all lawful remedies, including debt collection services, to collect funds due for services provided. The collector shall not initiate collection agency procedures on accounts prior to their becoming sixty days past due. The collector may, however, use other traditional collection notifications by telephone or in writing thirty days after the initial invoice. The collector is authorized to bill a residential or multifamily property owner or landlord or their authorized representative for any past due amounts owed by a tenant provided that the owner, landlord or representative has received prior notification.

~~The collector is authorized to bill the residential property owner/landlord for any past due amounts owed by the tenant. However, despite any delinquencies, the collector shall continue to provide a minimum level of solid waste collection service to all residential customers within the solid waste collection service area under this contract.~~

The collector may discontinue service to a customer without written approval from the Director only if the customer's account is sixty days past due (on a two-month billing cycle) and with at least ten business days prior written notice to the affected customer and property owner, if the property owner is not the customer. The collector shall restart a stopped customer's service upon customer request once the account is paid in full or satisfactory payment arrangements have been made between the collector and the customer. The collector shall also restart a stopped customer's service upon request from the Director

for health and safety reasons. The collector shall notify the City prior to suspending service to any multifamily customer.

~~With prior written notice, solid waste collection service may be discontinued to commercial customers with accounts due past sixty days. The collector shall not initiate collection agency procedures on accounts prior to their becoming sixty days past due, but may use other traditional collection notifications by telephone or in writing thirty days after the initial invoice. The collector is allowed to pursue any lawful remedies, including debt collection services, to collect funds due for services provided to commercial customers.~~

Section 6. VMC 6.12.120, adopted by Ordinance C-33 and last amended by Ordinance M-3193, is amended as follows:

6.12.120 Unlawful disposal--Burning.

A. It is unlawful for anyone to dump or dispose of solid waste, garbage, or recyclables upon any street, alley or other publicly owned property unless expressly authorized by the department of public works for special collection programs or upon any private property not owned by such person unless expressly authorized by the owner of the property and meeting the requirements of solid waste handling as specified in the Clark County solid waste management plan, Clark County Code Chapter 24.12 (Solid Waste Management), and WAC 173-350 (Solid Waste Handling Standards).

B. Solid waste produced on premises may not be burned or buried on such premises anywhere within the city limits. Under special circumstances, such as handling of debris from a disaster, so long as such burning may be allowable so long as ~~and~~ the time, place and

manner thereof comply with all regulations of the Southwest Washington Air Pollution Control Authority.

Section 7. VMC 6.12.130, adopted by Ordinance M-1019 and last amended by Ordinance M-3193, is amended as follows:

6.12.130 Frequency of collection.

A. Except as is otherwise provided for in other sections of this chapter, the collector of refuse shall collect solid waste from every residential user at least once per month, every other week or weekly and the collector of recyclable materials shall collect recyclable materials from every residential user at least ~~once in~~ every other week. If the collector(s) are unable to meet the minimum frequency of collection due to inclement weather and road conditions, an alternative collection schedule and/or disposal options for customers shall be developed for approval by the Public Works Director. If requested by a commercial customer solid waste may be collected up to ~~six~~ seven times per week Monday through ~~Sunday~~Saturday. The collector shall collect solid waste and recyclable materials from all users as required to keep premises free of any nuisance or violation of any ordinance.

B. No solid waste or recyclables collecting shall be done in any residential zone before six-thirty a.m. or after six-thirty p.m. Collections in commercial and business zones shall be made between four a.m. and five p.m. except that collections may commence at three a.m. in heavy industrial areas. The commercial and business zones shall consist of the following areas: all areas zoned business or commercial by the city zoning ordinance. The collectors shall respond to any noise complaints from residents in areas adjacent to such districts and shall comply with reasonable city directives to resolve such noise complaints.

Section 8. VMC 6.12.140, adopted by Ordinance C-33 and amended by Ordinance M-3193, is amended as follows:

6.12.140 Authority to require separation of refuse.

The city of Vancouver reserves the right to and may have option to require the separation of recyclable materials, organics or other component parts of solid waste, and may require the deposit thereof in separate carts ~~bins~~ or receptacles and may prescribe the method of disposal thereof.

Section 9. VMC 6.12.161, adopted by Ordinance M-3000 and amended by Ordinance M-3193, is amended as follows:

6.12.161 Disposal of solid waste--Rules for handling.

A. *County Disposal System Designated.* The county transfer stations are designated as the initial disposal site for the following solid wastes and any collection companies or recycling facilities are directed to utilize said transfer stations for such solid wastes:

1. Solid waste, residual waste and residential recyclable material with the exception of organics ~~yard-debris~~, collected in the city by private handlers pursuant to a contract with the city;
2. Solid waste which is residual waste remaining from a recycling facility located within the city;
3. Residential recyclable material with the exception of organics ~~yard-debris~~, collected pursuant to any city ordinance now or hereafter adopted.

B. *Rules.* Subject to city approval, the operator of a county transfer station may impose necessary and appropriate rules governing, and charge tipping fees for, the disposal

of solid waste. Collectors and recycling facilities subject to the designated county disposal system, and other persons using the transfer stations, shall comply with those rules and pay the applicable tipping fee.

Section 10. VMC 6.12.190, adopted by Ordinance C-33 and last amended by Ordinance M-3193, is amended as follows:

6.12.190 Schedule of charges authorized--Method of payment.

A. The schedule of charges for solid waste, ~~and recycling and organics collection~~ services shall be as set forth in Sections 6.12.206~~8~~ through 6.12.212~~3~~, and as such, sections may be amended by the city council. In the event the solid waste, ~~or recyclables~~ and organics collector fails to make any payment when due the city, such unpaid amount(s) shall bear interest at a rate of 1.5 percent per month from the date such amount was due until such amount is received by the city or designated residential recycling collector.

B. All charges for the services to be rendered shall be payable to the collector of solid waste as defined in this chapter and if not paid on or before thirty days from date of bill, such charge shall be delinquent. A delinquency charge to cover extra costs of collection shall be added to all accounts which have been delinquent for sixty days or over in an amount set forth in the schedule of charges. Service may be suspended for nonpayment of such accounts in accordance with Section 6.12.115 of this chapter. Such suspension shall not relieve the person owing such amount from the duty of complying with the provisions of this chapter. Suspension shall render the premises where such services are suspended subject to condemnation for sanitary reasons. Upon failure to pay such charges, and upon delinquency, the amount thereof shall become a lien against the property for which the garbage or

residential recyclables collection service is rendered, and such lien shall be made effective by filing a notice thereof specifying the charges, the period covered by the charges and giving a description of the premises for which the service was rendered. Such lien shall be filed with the same official and within the time and shall be foreclosed within the time and manner prescribed by law for filing and foreclosing liens for labor and materials. Such liens shall include attorney's fees and court costs as allowable by state law. Furthermore, such lien shall be prior to any and all other liens and encumbrances filed subsequent to the filing of such other lien but shall be subject to all general taxes and local improvement assessments, whether levied prior or subsequent thereto.

Section 11. VMC 6.12.201, adopted by Ordinance M-2665 and last amended by Ordinance M-3193, is amended as follows:

6.12.201 Permitted garbage amounts--Curbside, carryout or special service.

A. "Curb service" entitles the customer to have one or more ~~minicans, cans, or carts~~ picked up once per month, every other week or once per week within zero to five feet of the curb or street edge of his or her property, or within zero to five feet of an alley if one is available.

Any customer on curb service may leave at the curb, public street edge or alley an extra can or cans, bags or bundled materials (in addition to his/her regular service). Such extra can(s), bags or bundled materials, not exceeding sixty-five pounds for each item, shall then be picked up along with the first cart~~can~~ for an additional charge listed in the schedule of charges.

B. A residential customer who desires to have his or her solid waste carried out by the collector from a place on his or her property other than the curb or public street may arrange to have "carryout service." Any customer on carryout service may leave one or more garbage ~~cartseans~~ at any consistent and reasonably accessible place on his or her property, so long as it does not require the collector's employees to enter a building or go behind a gate.

Any customer on carryout service may contact the collector to have extra cans or boxes, bagged or bundled materials not exceeding sixty-five pounds each, carried out along with the regular ~~can~~ cart service. The customer shall pay an additional charge as listed in the schedule of charges.

~~C. Any residential customer whose can(s) are located below ground level (sunken) shall be subject to the additional monthly fee listed in the schedule of charges (residential).~~

~~Any customer, on any of the above services whose cans exceed weight limits prescribed in the above description of services shall be subject to an additional fee listed in the schedule of charges (residential).~~

CD. Any residential customer who is eligible under statutes and regulations to receive United States Department of Agriculture food stamps, and who is also disabled by reason of age or otherwise so that he or she is physically unable to carry the garbage can to the curb, may apply, on a form to be prepared by the collector and approved by the city, for HELICO service (handicapped or elderly low-income service). If the collector finds he or she is qualified, he or she shall be entitled to have one garbage ~~cartean~~ picked up each week, every other week or monthly from any consistent and reasonably accessible place on his or her property. The collectors, if necessary, shall go through a gate to render such service.

Additional cans may be picked up for additional charges listed in the schedule of charges (residential). In any household which is financially qualified for HELICO service, persons shall be deemed disabled by reason of age if all adult persons are over sixty-one years of age. Persons who qualify for HELICO service shall be required annually to certify to the collector that they continue to qualify for such service. The collector may require any person who applies for HELICO service or renewal thereof to provide appropriate documentation to support the claim that he/she is HELICO eligible.

DE. Any residential customer on any of the above types of service may call the collector for a "special pickup," and the collector shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the date the collector receives notice from the customer of the request for special pickup at a fee as listed in the schedule of charges (residential service~~can~~).

EF. In case of any dispute as to where customers on curb service are to place such cart~~cans~~, decision of the city staff after consultation with the collector and customer shall be final.

Section 12. VMC 6.12.202, adopted by Ordinance M-2610 and last amended by Ordinance M-3193, is amended as follows:

6.12.202 Commercial garbage service-- Carts~~Cans~~.

A. All uses shall be deemed commercial for purposes of this chapter if a business is operating on the premises.

B. "Carryout service" for commercial customers will entitle the customer to have one or more ~~minicans, cans or~~ carts picked up and carried out by the collector one or more times each week, ~~monthly~~, every other week or ~~weekly~~ monthly from any consistent and accessible place, not to exceed one hundred feet in distance from any curb, public street edge or alley on his or her property listed in the schedule of charges (commercial can). If the ~~cartseans~~ are placed so that the collector has to go into a building, through a gate, remove from an enclosure or go up or down stairs, there shall be added thereto a monthly surcharge as set forth in the rate schedule (commercial servicecan).

C. Any commercial customer outside the downtown area bounded by "C" Street, Columbia, Fourth Plain and the river, who does not desire carryout service, can arrange for "curb service." On this service, the collector will pick up one or more ~~minicans, cans or~~ carts ~~monthly~~once weekly, every other week, or monthly within zero to five feet of the curb, public street edge or alley of his or her property.

~~D. Any commercial customer whose can(s) is located below ground level (sunken) shall be subject to an additional monthly fee listed in the schedule of charges (commercial can).~~

~~Any customer whose can(s) exceeds weight limits prescribed in the above description of services shall be subject to an additional fee listed in the schedule of charges (commercial can).~~

DE. Any commercial customer on either carryout service or curb service may place extra cans (in addition to their regular cart service), bags or bundled materials to be picked up for an additional charge listed on the schedule of charges (commercial servicecan).

EF. Any commercial customer on any of the above types of service may call the collector for a special pickup, and the collector shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the time the collector is notified by the customer of the request for special pickup at a rate specified in the schedule of charges (commercial ~~service~~can).

Section 13. VMC 6.12.203, adopted by Ordinance M-2665 and last amended by Ordinance M-3193, is amended as follows:

6.12.203 Commercial container service.

A. Under "commercial container service," a customer can buy, lease or contact the contractor to install a container that is compatible with the contractor's collection equipment, meeting the requirements of this chapter, placed at a central location on his or her premises. If a ~~carte~~can service is already in effect, such ~~carte~~can service shall automatically be discontinued upon placement of a commercial container.

Containers range in size from one cubic yard to eight cubic yards in capacity. Containers exceeding three cubic yards capacity will not be available in the area of the city bounded by "C" Street, Columbia, Fourth Plain and the Columbia River unless the city and collector determine that there is adequate access and space for a larger container. Customers can arrange, by contacting the collector, to have a container emptied up to six times per week. Customers who request that a container be placed on their premises shall be charged a one-time placement fee to cover contractor's costs in the placement of the container, as set forth below in the schedule of charges.

B. All containers shall be placed in a location accessible to the collector on collection day. If containers are placed so that the collector must go inside a building, go through a gate, or remove from an enclosure, there shall be added a surcharge as set ~~forth~~forth in the schedule of charges.

C. If a container must be moved more than fifteen feet in order to reach a collector's collection vehicle, there shall be a roll-out charge as set forth in the schedule of charges.

D. Containers should not be overfilled. They shall not be loaded so heavily that the collector cannot easily move them. They shall be placed on hard and level surfaces. Lids should close properly when the container is full. Should the container be overfilled by the customer, there shall be an additional charge as set forth in the schedule of charges.

E. Customers who have secured containers so as to prevent public access shall remove all such security devices on pickup day. Should the customer want the collector to unlock the container, the customer must provide a key or combination to the collector. There shall be an additional charge as set forth in the schedule of charges to the customer for having the collector take this responsibility unless the container automatically unlocks upon collection. The collector shall not be held responsible to empty any locked container when no key or combination has been provided, and the collector shall not be held responsible for any lost lock or key.

F. Any container customer may call the collector for a special pickup, and the collector shall respond as soon as possible and in any event not to exceed forty-eight hours, at a rate specified in the schedule of charges.

Section 14. VMC 6.12.208, adopted by Ordinance M-2665 and last amended by M-4240,
is amended as follows:

6.12.208 Residential/multifamily cart rates.

The following table lists rates charged for residential/multifamily cart service:

Curb Service:	2019
32-gallon cart service	
Weekly collection	19.22 per month
Each additional cart	19.22 per month
Every other week	14.42 per month
Each additional cart	14.42 per month
Once a month	8.65 per month
64-gallon cart service	
Weekly collection	38.44 per month
Each additional cart	38.44 per month

Every other week	19.22 per month
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96-gallon cart service

Weekly collection	57.66 per month
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Each additional cart	57.66 per month
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20-gallon cart service

Weekly collection	14.42 per month
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Every other week	11.53 per month
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Carryout Service:

32-gallon cart service

Weekly collection	28.83 per month
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Each additional cart	28.83 per month
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Every other week	21.63 per month
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Each additional cart	21.63 per month
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Once a month	12.98 per month
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64-gallon cart service

Weekly collection	48.05 per month
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Every other week	40.85 per month
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96-gallon cart service

Weekly collection	67.27 per month
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20-gallon cart service

Weekly collection	21.63 per month
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Every other week	17.30 per month
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Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	7.56 per pick up
Carryout	11.34 per pick up
Return trip fee	11.15 per trip
Overweight/overfilled cart	Billed as an extra
Cart replacement fee	At cost
Cart delivery, initial	0.00
Cart delivery, subsequent	13.86

Late Fee:

1.5 percent of balance outstanding at thirty days past due date.

~~Service Stop for~~ Vacation

Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 15. VMC 6.12.209, adopted by Ordinance M-2665 and last amended by Ordinance M-4240, is amended as follows:

6.12.209 Commercial cart rates.

The following table lists garbage rates charged for commercial cart service:

Curb Service:	2019
32-gallon cart service	
Weekly collection	21.37 per month
Each additional cart	21.37 per month
Every other week	16.03 per month
Each additional cart	16.03 per month
Once a month	9.62 per month

64-gallon cart service

Weekly collection	42.74 per month
Each additional cart	42.74 per month
Every other week	21.37 per month

96-gallon cart service

Weekly collection	64.11 per month
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20-gallon cart service

Weekly cart service	16.03 per month
Every other week	12.82 per month

Carryout Service:

32-gallon cart service

Weekly collection	32.06 per month
Each additional cart	32.06 per month
Every other week	24.05 per month
Each additional cart	24.05 per month
Once a month	14.43 per month

64-gallon cart service

Weekly collection	53.43 per month
Every other week	32.06 per month

96-gallon car service

Weekly collection	74.80 per month
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20-gallon cart service

Weekly collection	24.05 per month
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Every other week	19.23 per month
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Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	8.38 per pick up
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Carryout	12.63 per pick up
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Return trip fee	11.15 per trip
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Overweight/overfilled cart	Billed as an extra
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Cart replacement fee	At cost
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Cart delivery, initial	0.00
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Cart delivery, subsequent	13.95
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Subscription-based commercial organics ~~yard debris~~ collection service is

available at rates listed in VMC Section 6.12.213.

Late Fee:

~~Late Fee:~~ 1.5 percent of balance outstanding at thirty days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 16. VMC 6.12.210, adopted by Ordinance C-33 and last amended by Ordinance M-4240, is amended as follows:

6.12.210 Container rates.*

The following Table 6.12.210 lists garbage rates charged for container service:

Table 6.12.210. (2019 Rates)

Regular Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 131.24	\$ 262.48	\$393.72	\$ 524.96	\$ 656.20	\$ 787.44	<u>\$ 918.68</u>

Size (In Yards)	1	2	3	4	5	6	7
1.5	\$ 164.05	\$ 328.10	\$ 492.15	\$ 656.20	\$ 820.25	\$ 984.30	<u>\$ 1,148.35</u>
2	\$ 196.86	\$ 393.72	\$ 590.58	\$ 787.44	\$ 984.30	\$ 1,181.16	<u>\$ 1,378.02</u>
3	\$ 262.48	\$ 524.96	\$ 787.44	\$ 1,049.92	\$ 1,312.40	\$ 1,574.88	<u>\$ 1,837.36</u>
4	\$ 328.10	\$ 656.20	\$ 984.30	\$ 1,312.40	\$ 1,640.50	\$ 1,968.60	<u>\$ 2,296.70</u>
5	\$ 393.72	\$ 787.44	\$ 1,181.16	\$ 1,574.88	\$ 1,968.60	\$ 2,362.32	<u>\$ 2,756.04</u>
6	\$ 459.35	\$ 918.68	\$ 1,378.02	\$ 1,837.36	\$ 2,296.70	\$ 2,756.04	<u>\$ 3,215.38</u>
8	\$ 590.58	\$ 1,181.16	\$ 1,771.74	\$ 2,362.32	\$ 2,952.90	\$ 3,543.48	<u>\$ 4,134.06</u>

Regular Containers at Space Constrained Locations (Space Saver Rate)

Weekly Frequency

<u>Size</u> (In Yards)	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>1</u>		<u>\$ 216.55</u>	<u>\$288.73</u>	<u>\$ 360.91</u>	<u>\$ 433.09</u>	<u>\$ 505.27</u>	<u>\$ 649.64</u>
<u>1.5</u>		<u>\$ 288.73</u>	<u>\$ 469.18</u>	<u>\$ 505.27</u>	<u>\$ 685.73</u>	<u>\$ 794.00</u>	<u>\$ 974.46</u>
<u>2</u>		<u>\$ 360.91</u>	<u>\$ 505.27</u>	<u>\$ 649.64</u>	<u>\$ 866.18</u>	<u>\$ 1,010.55</u>	<u>\$ 1,154.91</u>
<u>3</u>		<u>\$ 505.27</u>		<u>\$ 1,010.55</u>	<u>\$ 1,299.28</u>	<u>\$ 1,515.82</u>	<u>\$ 1,732.37</u>
<u>4</u>		<u>\$ 649.64</u>		<u>\$ 1,299.28</u>		<u>\$ 1,948.91</u>	
<u>5</u>							
<u>6</u>							

<u>Size</u> (In Yards)	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>8</u>							

Compactor Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 294.57	\$ 589.14	\$ 883.71	\$ 1,178.28	\$ 1,472.85	\$ 1,767.42	<u>\$ 2,061.99</u>
1.5	\$ 368.21	\$ 736.43	\$ 1,104.64	\$ 1,472.85	\$ 1,841.06	\$ 2,209.28	<u>\$ 2,577.49</u>
2	\$ 441.86	\$ 883.71	\$ 1,325.57	\$ 1,767.42	\$ 2,209.28	\$ 2,651.13	<u>\$ 3,092.99</u>
3	\$ 589.14	\$ 1,178.28	\$ 1,767.42	\$ 2,356.56	\$ 2,945.70	\$ 3,534.84	<u>\$ 4,123.98</u>
4	\$ 736.43	\$ 1,472.85	\$ 2,209.28	\$ 2,945.70	\$ 3,682.13	\$ 4,418.55	<u>\$ 5,154.98</u>
5	\$ 883.71	\$ 1,767.42	\$ 2,651.13	\$ 3,534.84	\$ 4,418.55	\$ 5,302.26	<u>\$ 6,185.97</u>
6	\$ 1,031.00	\$ 2,061.99	\$ 3,092.99	\$ 4,123.98	\$ 5,154.98	\$ 6,185.97	<u>\$ 7,216.97</u>
8	\$ 1,325.57	\$ 2,651.13	\$ 3,976.70	\$ 5,302.26	\$ 6,627.83	\$ 7,953.39	<u>\$ 9,278.96</u>

Note: Above rates are for containers supplied by contractor. Rates for compacted solid waste apply only when such waste has been compacted by any mechanical device prior to its pickup by the collector. Loose waste dumped into the collector's packer truck from a container will be subject to the rates for non-compacted material. However, waste that has been compressed or compacted by any mechanical device and then subsequently dumped into a loose yard container to be picked up by the Contractor shall be subject to compacted container rates only upon prior written approval of the Director.

Special Services:

Special pickups shall be charged the extra yard rate multiplied by the size of the container plus the return trip charge.

	2019
One-time delivery/pickup/disposal of 3-yard "Rent-a-Bin"	167.18
Additional "Rent-a-Bin" pickup	103.60
Return trip (blocked container, etc.)	16.33
Lock charge (if manual system used)	2.61 per collection
Subsequent deliveries/moves/replacements	29.73 per trip
Accessibility charge	3.71 per collection
Rollout charge	
Greater than 15 feet	3.71 per collection
Greater than 20 feet	5.95 per collection
Steam cleaning (customer request or requirement)	44.58 per container
Overfill/extra yardage (or portion thereof)	16.69 per event

Overweight charges for container service: If the Contractor identifies that a Customer's disposal weights are consistently in excess of 130 lbs. per loose yard (if charged loose container rates) or 455 lbs. per compacted yard, or per yard of heavy material such as dirt, rock, etc. (if charged compacted container rates) the Contractor may charge a flat overweight

surcharge in addition to the regular rates. The surcharge will be equal to the weight in excess of 200 pounds per loose yard or 700 pounds per compacted yard multiplied by the current disposal rates per pound, multiplied by the number of yards serviced per month. The surcharge may also be applied to any extra or special pickups. The Contractor shall not charge the overweight container charge until the on-going overweight account has been brought to the attention of the Director. The Contractor may charge the overweight charge once the Director has investigated the issue and made a written determination as to whether or not the proposed charge is appropriate to the situation.

Late Fee:

~~Late fee:~~ 1.5 percent of balance outstanding at thirty days past due date.

~~Service Stops for~~ Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 17. VMC 6.12.211, adopted by Ordinance M-2665 and last amended by Ordinance M-4240, is amended as follows:

6.12.211 Drop box and compactor rates.*

The following table lists garbage rates charged for drop box and compactor service:

Regular Service:	2019
Initial placement fee	37.12 per trip
Moving fee	37.12 per trip
Steam clean	
(per customer request or as required)	4.00 per yard
Minimum	38.86 min

Plus: pickup and redelivery	37.12 per trip
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Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	145.61
20-yard	145.61
30-yard	145.61
40-yard	145.61

Compactor

10-yard	161.79
20-yard	161.79
30-yard	161.79
40-yard	161.79

Organics Trucking Fee (empty and return - roundtrip haul charge):

Drop box

<u>10-yard</u>	<u>105.86</u>
<u>20-yard</u>	<u>105.86</u>

<u>30-yard</u>	<u>105.86</u>
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<u>40-yard</u>	<u>105.86</u>
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Compactor

<u>10-yard</u>	<u>117.62</u>
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<u>20-yard</u>	<u>117.62</u>
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<u>30-yard</u>	<u>117.62</u>
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<u>40-yard</u>	<u>117.62</u>
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Add disposal pass through at amount of tipping fee and disposal transaction fees or taxes to above charges.

Daily demurrage - Per Day	3.47 per day
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Monthly demurrage - Monthly Maximum	104.54 monthly max
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Special/modified box rental

(Lid/screen/winch, etc.) - Per day	4.98 per day
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Monthly Maximum	149.98 monthly max
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Waiting time

(after first 10 minutes) - Charge Per Minute	1.76 per minute
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Mileage Charge (over 10)	3.22 per mile
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Locking system

Materials plus labor @ per hour	37.12 per hour
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"Check only" service

(price per container and per check) 11.13

Return trip charge (per container) 29.73

For Organics and/or Yard debris collection drop box service – the noted Organics Trucking Fee applies in place of the regular Trucking Fee, however, the Same rates apply to these streams as for all other as regular drop box related services, except that and disposal will be charged at current organics and/or yard debris processing rates.

Late Fee:

~~Late fee:~~ 1.5 percent of balance outstanding at thirty days past due date.

Section 18. VMC 6.12.212, adopted by Ordinance M-2665 and last amended by Ordinance M-4240, is amended as follows:

6.12.212 Other rates.

The following table lists garbage rates for types of pickup other than those set out in Sections 6.12.208 through 6.12.211:

Bulky item pickup:	2019	
Stove	16.67	each
Washing machine	18.24	each
Dryer	15.10	each

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Bulky item pickup:	2019	
Water heater	18.54	each
Refrigerator, freezer	30.15	each
Sofa	15.10	each
Chair	12.05	each
Mattress or box spring	13.64	each
Tires		
Auto/light pickup	7.18	each
with rim	11.11	each
Bus/heavy truck	22.52	each
with rim	37.15	each
Other bulky items	15.88	each

Note: the above rates are for pre-scheduled curbside pick-up at residential locations, however, they also may be applied to commercial and multifamily site pickups. For commercial and multifamily collections additional fees, detailed in VMC 6.12.210, may apply for requested Special Services that differ from the standard pre-scheduled curbside bulky item pickup.

Hourly equipment rental:

Sideloaded compactor truck	101.01	per hour
Rolloff truck/Front Load Compactor Truck	104.03	per hour

Bulky item pickup:**2019**

Extra labor

46.06

per hour

Overtime rate

Extra labor rate x 1.5

Section 19. VMC 6.12.213, adopted by Ordinance M-3069 and last amended by Ordinance M-4240, is amended as follows:

6.12.213 Residential recycling fees.

The following fees shall be charged for recycling program costs within the City of Vancouver:

Curbside Recycling

a. For each dwelling unit in a structure containing from one to four residential dwelling units, ~~\$3.01~~ 3.20 per month.

b. For each dwelling unit in a structure containing from one to four residential dwelling units, the contractor may invoice a “recyclables processing surcharge” of \$1.77 per month.

Multi-family Recycling

~~bc.~~ Five or more residential dwelling units on a consolidated solid waste collection bill, \$1.29 per month per unit.

d. For each dwelling unit in a structure containing five or more residential dwelling units, the contractor may invoice a “recyclables processing surcharge” of \$0.78 per unit per month.

The following optional fees shall be charged to those residents or businesses who voluntarily subscribe for service:

Yard Debris Organics Collection Service (Effective October 1, 2019)

Residential Subscription Options:

2019

<u>Basic subscription, with 96-gallon cart</u>	<u>\$7.43 per month</u>
<u>Basic subscription, with 64-gallon cart</u>	<u>6.43 per month</u>
<u>Basic subscription, with 32-gallon cart</u>	<u>5.43 per month</u>
<u>Basic subscription, with 20-gallon cart</u>	<u>4.43 per month</u>

Commercial/multifamily Subscription Options:

<u>Every Other Week subscription, with 64-gallon cart</u>	<u>\$8.26 per month</u>
<u>Weekly subscription, with 64-gallon cart</u>	<u>16.52 per month</u>

Special /Optional Organics Services:

1st additional 32-gallon equivalent	
(or portion thereof)	0.00 per month
 Additional 32-gallon equivalent	
 (or portion thereof, per item <u>volume</u>)	3.39 per pickup
 Service restart fee,	10.39
 within one year of last service	

Subscription service, on-call with no cart (not available effective October 1, 2019) 5.67 per pickup

Optional ~~64-gallon~~ extra cart rental 1.72 per month
~~— for on-call customers~~

Cart replacement fee At cost

Cart delivery fee, initial 0.00

Cart delivery fee, subsequent (including cart swap request) 13.86

~~32-gallon Wheeled cart rental (if requested)~~ ~~1.63 per month~~

Late fee: 1.5 percent of balance outstanding at 30 days

Vacation allowances in conjunction with garbage service vacations only.

Note: For commercial and multifamily sites participating in Organics collection service, the above subscription rates and Special/Optional Services fees apply so long as the customer is responsible for placing the cart(s) curbside for the scheduled collection day(s). If the cart(s) at these sites is not placed at the curb on collection day(s) and/or if other special services are requested for these sites, then the Special Services fees detailed in VMC 6.12.210 may be added as additional charges for each collection. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Section 20. Savings. Those ordinances or parts of ordinances which are amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 21. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 22. Effective date. This ordinance shall become effective as of April 1, 2019, following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 47

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and Titles 5.94 and 6.12 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 5.94.020, 6.12.010, 6.12.020, 6.12.110, 6.12.115, 6.12.120, 6.12.130, 6.12.140, 6.12.161, 6.12.190, 6.12.201, 6.12.202, 6.12.203, 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

SUMMARY OF PROPOSED SOLID WASTE COLLECTION RATES for 4/1/19 as compared to rates in effect since 1/1/19 (3 pages)

Available Service Levels		Monthly Charge		
		Jan-19	Apr-19	Change
Residential/Multifamily Curb Service (VMC 6.12.208)				
A	32-gallon cart service			
	weekly collection	\$19.22	\$19.22	0.0%
	each additional	\$19.22	\$19.22	0.0%
	every other week collection	\$14.42	\$14.42	0.0%
	each additional can	\$14.42	\$14.42	0.0%
	once per month collection	\$8.65	\$8.65	0.0%
	64-gallon cart service			
	weekly collection	\$38.44	\$38.44	0.0%
	each additional	\$38.44	\$38.44	0.0%
	every other week collection	\$19.22	\$19.22	0.0%
	96-gallon cart service			
	weekly collection	\$57.66	\$57.66	0.0%
	20-gallon cart service			
	weekly collection	\$14.42	\$14.42	0.0%
	every other week collection	\$11.53	\$11.53	0.0%
	Residential Carryout Service			
	32-gallon cart service			
	weekly collection	\$28.83	\$28.83	0.0%
	each additional cart	\$28.83	\$28.83	0.0%
	every other week collection	\$21.63	\$21.63	0.0%
	each additional cart	\$21.63	\$21.63	0.0%
	once per month collection	\$12.98	\$12.98	0.0%
	64-gallon cart service			
	weekly collection	\$48.05	\$48.05	0.0%
	every other week collection	\$40.85	\$40.85	0.0%
	96-gallon cart service			
	weekly collection	\$67.27	\$67.27	0.0%
	20-gallon cart service			
	weekly collection	\$21.63	\$21.63	0.0%
	every other week collection	\$17.30	\$17.30	0.0%
	Residential Special/Optional Services			
	Extra Cart (32-gallon equivalent)			
	Curb (per pick-up)	\$7.56	\$7.56	0.0%
	Carryout (per pick-up)	\$11.34	\$11.34	0.0%
	Return Trip fee	\$11.15	\$11.15	0.0%
	Overweight/overfilled can			
	Cart replacement fee			
	Cart Delivery, Initial	\$0.00	\$0.00	
	Cart Delivery, Subsequent	\$13.86	\$13.86	0.0%
Residential Recycling & Yard Debris Collection (VMC 6.12.213)				
B	Single Family EOW Curbside	\$3.01	\$3.20	6.3%
	B' Recyl Procesng Surcharge	NEW	\$1.77	
	Multi-Family (per unit/month)	\$1.29	\$1.29	0.0%
	Recyl Procesng Surcharge	NEW	\$0.78	
C	Yard Debris Collection Service (every other week by subscription)			
	Basic subscription 64-gal.	\$7.43	\$7.43	0.0%
	1st additional 32-gal can	\$0.00	\$0.00	
	Additional 32-gal per pickup	\$3.39	\$3.39	0.0%
	Service restart fee (<1yr)	\$10.39	\$10.39	0.0%
	On-call/No Cart (per pickup)	\$5.67	\$5.67	0.0%
	Optional 64-gal Cart Rental	\$1.72	\$1.72	0.0%
	Cart replacement fee			
	Cart delivery fee, initial	\$0.00	\$0.00	
	Cart delivery, subsequent	\$13.86	\$13.86	0.0%
	32-gallon Wheeled-cart rent	\$1.69	\$1.69	delete
				see 64-gal

Standard Service Level for Residential Customers (A + B)					Added:
A	32-Gallon Weekly Garbage	\$19.22	\$19.22	0.0%	\$0.00
B	Single Family Curbside B + B'	\$3.01	\$4.97	65.0%	\$1.96
C	Yard Debris Collection (Subscribe)	\$7.43	\$7.43	0.0%	\$0.00
TOTAL A + B (+B')		\$22.23	\$24.19	8.8%	\$1.96
TOTAL A + B + C (w/ YD)		\$29.66	\$31.62	6.6%	\$1.96

\$X.XX Shaded values indicate PROPOSED changes based on NEW contract and Clark Co. Processing Fee. These changes will be reviewed by Vancouver City Council:

First Reading: 2/11/19

Second Reading/Public Hearing: 2/25/19

The majority of new fees are expected to remain unchanged through 2019, unless noted (until January 2020).

Questions on the rate changes may be addressed to Tanya Gray (487-7163)

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Curb Service (VMC 6.12.209)			
32-gallon cart service			
weekly collection	\$21.37	\$21.37	0.0%
each additional cart	\$21.37	\$21.37	0.0%
every other week collection	\$16.03	\$16.03	0.0%
each additional can	\$16.03	\$16.03	0.0%
once per month collection	\$9.62	\$9.62	0.0%
64-gallon cart service			
weekly collection	\$42.74	\$42.74	0.0%
every other week collection	\$21.37	\$21.37	0.0%
96-gallon cart service			
weekly collection	\$64.11	\$64.11	0.0%
20-gallon cart collection			
weekly collection	\$16.03	\$16.03	0.0%
every other week collection	\$12.82	\$12.82	0.0%
Commercial Carryout Service			
32-gallon cart service			
weekly collection	\$32.06	\$32.06	0.0%
each additional can	\$32.06	\$32.06	0.0%
every other week collection	\$24.05	\$24.05	0.0%
each additional can	\$24.05	\$24.05	0.0%
once per month collection	\$14.43	\$14.43	0.0%
64-gallon cart service			
weekly collection	\$53.43	\$53.43	0.0%
every other week collection	\$32.06	\$32.06	0.0%
96-gallon cart service			
weekly collection	\$74.80	\$74.80	0.0%
20-gallon cart service			
weekly collection	\$24.05	\$24.05	0.0%
every other week collection	\$19.23	\$19.23	0.0%
Commercial Special/Optional Services			
Extra Cart (32-gallon equivalent)			
Curb (per pick-up)	\$8.38	\$8.38	0.0%
Carryout (per pick-up)	\$12.63	\$12.63	0.0%
Return Trip fee	\$11.15	\$11.15	0.0%
Overweight/overfilled cart			
Cart replacement fee			
Cart Delivery, Initial	\$0.00	\$0.00	
Cart Delivery, Subsequent	\$13.95	\$13.95	0.0%
Container (Commercial) Special Services (VMC 6.12.210)			
Special Pickup - yard rate X yards + return trip charge			
One Time Delivery/Pickup/Disposal			
of 3-yard "Rent-A-Bin"	\$167.18	\$167.18	0.0%
Additional "Rent-A-Bin"	\$103.60	\$103.60	0.0%
Return Trip fee	\$16.33	\$16.33	0.0%
Lock Charge (automatic system)	\$0.00	\$0.00	
Lock Charge (manual system)	\$2.61	\$2.61	0.0%
Subsequent Deliveries/Moves			
Replacements (per trip)	\$29.73	\$29.73	0.0%
Accessibility Charge	\$3.71	\$3.71	0.0%
Rollout Charge (per collection)			
Greater than 15 feet	\$3.71	\$3.71	0.0%
Greater than 20 feet	\$5.95	\$5.95	0.0%
Steam Cleaning (requested)	\$44.58	\$44.58	0.0%
Overfilled/Extra Yardage (portion)	\$16.69	\$16.69	0.0%
Other Garbage Rates (Bulky Items and Hourly - VMC 6.12.212)			
Stove	\$16.67	\$16.67	0.0%
Washing Machine	\$18.24	\$18.24	0.0%
Dryer	\$15.10	\$15.10	0.0%
Water Heater	\$18.54	\$18.54	0.0%
Refrigerator, Freezer	\$30.15	\$30.15	0.0%
Sofa	\$15.10	\$15.10	0.0%
Chair	\$12.05	\$12.05	0.0%
Mattress or Box Springs	\$13.64	\$13.64	0.0%
Tires			
auto light pickup	\$7.18	\$7.18	0.0%
with rim	\$11.11	\$11.11	0.0%
bus/heavy truck	\$22.52	\$22.52	0.0%
with rim	\$37.15	\$37.15	0.0%
Other Bulky Items	\$15.88	\$15.88	0.0%
Hourly Equipment Rental			
Sideloading compactor	\$101.01	\$101.01	0.0%
Rolloff truck	\$104.03	\$104.03	0.0%
Extra labor	\$46.06	\$46.06	0.0%
Overtime rate			
	Extra labor rate X 1.5		

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Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.24	0.0%
twice per week collection	\$262.48	\$262.48	0.0%
three collections/week	\$393.72	\$393.72	0.0%
four collections/week	\$524.96	\$524.96	0.0%
five collections/week	\$656.20	\$656.20	0.0%
six collections/week	\$787.44	\$787.44	0.0%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$164.05	\$164.05	0.0%
twice per week collection	\$328.10	\$328.10	0.0%
three collections/week	\$492.15	\$492.15	0.0%
four collections/week	\$656.20	\$656.20	0.0%
five collections/week	\$820.25	\$820.25	0.0%
six collections/week	\$984.30	\$984.30	0.0%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$196.86	\$196.86	0.0%
twice per week collection	\$393.72	\$393.72	0.0%
three collections/week	\$590.58	\$590.58	0.0%
four collections/week	\$787.44	\$787.44	0.0%
five collections/week	\$984.30	\$984.30	0.0%
six collections/week	\$1,181.16	\$1,181.16	0.0%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$262.48	\$262.48	0.0%
twice per week collection	\$524.96	\$524.96	0.0%
three collections/week	\$787.44	\$787.44	0.0%
four collections/week	\$1,049.92	\$1,049.92	0.0%
five collections/week	\$1,312.40	\$1,312.40	0.0%
six collections/week	\$1,574.88	\$1,574.88	0.0%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$328.10	\$328.10	0.0%
twice per week collection	\$656.20	\$656.20	0.0%
three collections/week	\$984.30	\$984.30	0.0%
four collections/week	\$1,312.40	\$1,312.40	0.0%
five collections/week	\$1,640.50	\$1,640.50	0.0%
six collections/week	\$1,968.60	\$1,968.60	0.0%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$393.72	\$393.72	0.0%
twice per week collection	\$787.44	\$787.44	0.0%
three collections/week	\$1,181.16	\$1,181.16	0.0%
four collections/week	\$1,574.88	\$1,574.88	0.0%
five collections/week	\$1,968.60	\$1,968.60	0.0%
six collections/week	\$2,362.32	\$2,362.32	0.0%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$459.34	\$459.34	0.0%
twice per week collection	\$918.68	\$918.68	0.0%
three collections/week	\$1,378.02	\$1,378.02	0.0%
four collections/week	\$1,837.36	\$1,837.36	0.0%
five collections/week	\$2,296.70	\$2,296.70	0.0%
six collections/week	\$2,756.04	\$2,756.04	0.0%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$590.58	\$590.58	0.0%
twice per week collection	\$1,181.16	\$1,181.16	0.0%
three collections/week	\$1,771.74	\$1,771.74	0.0%
four collections/week	\$2,362.32	\$2,362.32	0.0%
five collections/week	\$2,952.90	\$2,952.90	0.0%
six collections/week	\$3,543.48	\$3,543.48	0.0%

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NEW Space
Saver Rates
&
Seven
Collections
/ per week
Rates

Drop Box and Compactor Services (VMC 6.12.211)

Regular Service (pass through amount of tipping fee and transaction fee taxes)

Initial Placement (per trip)	\$37.12	\$37.12	0.0%
Moving Fee (per trip)	\$37.12	\$37.12	0.0%
Steam Clean (per yard)	\$4.00	\$4.00	0.0%
Minimum (Plus P/R)	\$38.86	\$38.86	0.0%
Box placement/move onsite	\$37.12	\$37.12	0.0%
Daily Demurrage	\$3.47	\$3.47	0.0%
Monthly Demurrage (Max.)	\$104.54	\$104.54	0.0%
Special/Modified Box Rent			
(lid,scrn,winch/day)	\$4.98	\$4.98	0.0%
monthly maximum	\$149.98	\$149.98	0.0%
Waiting Time (per minute)	\$1.76	\$1.76	0.0%
Mileage Charge (over 10/mi)	\$3.22	\$3.22	0.0%
Locking System (materials			
plus labor @: per hr)	\$37.12	\$37.12	0.0%
"Check Only" (per check)	\$11.13	\$11.13	0.0%
Return Trip Charge	\$29.73	\$29.73	0.0%

Tipping Fee at Columbia Resources Transfer Stations

Municipal Solid Waste (\$/ ton)	\$95.71	\$95.71	0.0%
Drop Box Waste (\$/ ton)	\$84.98	\$84.98	0.0%
Plus - Transaction Fee (per load)	\$10.00	\$10.00	0.0%

Tipping
Fees are set
by Clark
County.

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$294.57	\$294.57	0.0%
twice per week collection	\$589.14	\$589.14	0.0%
three collections/week	\$883.71	\$883.71	0.0%
four collections/week	\$1,178.28	\$1,178.28	0.0%
five collections/week	\$1,472.85	\$1,472.85	0.0%
six collections/week	\$1,767.42	\$1,767.42	0.0%
1.5 Yard Container (includes disposal)			
once per week collection	\$368.21	\$368.21	0.0%
twice per week collection	\$736.43	\$736.43	0.0%
three collections/week	\$1,104.64	\$1,104.64	0.0%
four collections/week	\$1,472.85	\$1,472.85	0.0%
five collections/week	\$1,841.06	\$1,841.06	0.0%
six collections/week	\$2,209.28	\$2,209.28	0.0%
Two Yard Container (includes disposal)			
once per week collection	\$441.86	\$441.86	0.0%
twice per week collection	\$883.71	\$883.71	0.0%
three collections/week	\$1,325.57	\$1,325.57	0.0%
four collections/week	\$1,767.42	\$1,767.42	0.0%
five collections/week	\$2,209.28	\$2,209.28	0.0%
six collections/week	\$2,651.13	\$2,651.13	0.0%
Three Yard Container (includes disposal)			
once per week collection	\$589.14	\$589.14	0.0%
twice per week collection	\$1,178.28	\$1,178.28	0.0%
three collections/week	\$1,767.42	\$1,767.42	0.0%
four collections/week	\$2,356.56	\$2,356.56	0.0%
five collections/week	\$2,945.70	\$2,945.70	0.0%
six collections/week	\$3,534.84	\$3,534.84	0.0%
Four Yard Container (includes disposal)			
once per week collection	\$736.43	\$736.43	0.0%
twice per week collection	\$1,472.85	\$1,472.85	0.0%
three collections/week	\$2,209.28	\$2,209.28	0.0%
four collections/week	\$2,945.70	\$2,945.70	0.0%
five collections/week	\$3,682.13	\$3,682.13	0.0%
six collections/week	\$4,418.55	\$4,418.55	0.0%
Five Yard Container (includes disposal)			
once per week collection	\$883.71	\$883.71	0.0%
twice per week collection	\$1,767.42	\$1,767.42	0.0%
three collections/week	\$2,651.13	\$2,651.13	0.0%
four collections/week	\$3,534.84	\$3,534.84	0.0%
five collections/week	\$4,418.55	\$4,418.55	0.0%
six collections/week	\$5,302.26	\$5,302.26	0.0%
Six Yard Container (includes disposal)			
once per week collection	\$1,031.00	\$1,031.00	0.0%
twice per week collection	\$2,061.99	\$2,061.99	0.0%
three collections/week	\$3,092.99	\$3,092.99	0.0%
four collections/week	\$4,123.98	\$4,123.98	0.0%
five collections/week	\$5,154.98	\$5,154.98	0.0%
six collections/week	\$6,185.97	\$6,185.97	0.0%
Eight Yard Container (includes disposal)			
once per week collection	\$1,325.57	\$1,325.57	0.0%
twice per week collection	\$2,651.13	\$2,651.13	0.0%
three collections/week	\$3,976.70	\$3,976.70	0.0%
four collections/week	\$5,302.26	\$5,302.26	0.0%
five collections/week	\$6,627.83	\$6,627.83	0.0%
six collections/week	\$7,953.39	\$7,953.39	0.0%

Drop Box Trucking Fee (empty & return - roundtrip - VMC 6.12.211)

10-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
20-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
30-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%
40-yard			
Drop Box	\$145.61	\$145.61	0.0%
Compactor	\$161.79	\$161.79	0.0%

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NEW
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Rates

Disposal Fees: (pass through of tipping fee, transaction fee & taxes)

See box at left

Yard Debris Fees: (pass through at current material processing rate)

Other Divertable Materials accepted at local transfer stations:

(pass through at current disposal fee or processing rate)

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**NEW RATES for 4/1/19 (or later in 2019)
In Association with New Collection Contract &
Clark County Processing Fee**

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$918.68	
1.5 Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,148.35	
Two Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,378.02	
Three Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$1,837.36	
Four Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$2,296.70	
Five Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$2,756.04	
Six Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$3,215.38	
Eight Yard Container (includes disposal w/in weight limits)			
seven collections/week	NEW	\$4,134.06	

* Note: For Space Saver "Change" Column, the indicated percent is the savings over the Regular Container Rate for that service level

Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
seven collections/week	NEW	\$2,061.99	
1.5 Yard Container (includes disposal)			
seven collections/week	NEW	\$2,577.49	
Two Yard Container (includes disposal)			
seven collections/week	NEW	\$3,092.99	
Three Yard Container (includes disposal)			
seven collections/week	NEW	\$4,123.98	
Four Yard Container (includes disposal)			
seven collections/week	NEW	\$5,154.98	
Five Yard Container (includes disposal)			
seven collections/week	NEW	\$6,185.97	
Six Yard Container (includes disposal)			
seven collections/week	NEW	\$7,216.97	
Eight Yard Container (includes disposal)			
seven collections/week	NEW	\$9,278.96	

Available Service Levels	Monthly Charge		
	Jan-19	Jan-20	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.90	0.5%
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$294.57	\$296.04	0.5%

** Note: As a consequence of offering new "Space Saver" rates, all other commercial container rates will increase 0.5% (before CPI/fuel/tip fee/etc. adjustments) for 2020 - this increment of increase will apply to all scheduled container service levels in VMC 6.12.210

Residential Recycling & Residential/Commercial ORGANICS Fees (VMC 6.12.213)			
Effective October 1, 2019	Jan-19	Oct-19	Change
Single Family EOW Curbside	\$3.01	\$3.20	6.3%
B' Recyl Procesng Surcharge	NEW	\$1.77	
Multi-Family (per unit/month)	\$1.29	\$1.29	0.0%
Recyl Procesng Surcharge	NEW	\$0.78	

Curbside & Multi-family recycling rates also shown with garbage on page 1

ORGANICS Collection Service (every other week by subscription)
Residential Subscription Options (Every Other Week - EOW by subscription):

Basic subscription 96-gal.	\$7.43	\$7.43	0.0%
64-gallon (EOW)	NEW	\$6.43	
32-gallon (EOW)	NEW	\$5.43	
20-gallon (EOW)	NEW	\$4.43	
On-call/No Cart (per pickup)	\$5.67	Not Available after 9/31/19	
<u>Commercial/Multi-Family Subscription Options::</u>			
Every Other Week - 64-gal.	NEW	\$8.26	
Weekly - 64-gal	NEW	\$16.52	

Indicated Commercial/Multi-Family Organics rates apply if carts set at the curb for scheduled collection days - other Special Services detailed in VMC 6.12.210 may be added as additional charges for each collection if the cart(s) are not placed at the curb. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Available Service Levels	Monthly Charge		
	Jan-19	Apr-19	Change *
Space Saver Rate - Regular Containers at Space Constrained Locations (VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$131.24	\$131.24	0.0%
twice per week collection	\$262.48	\$261.55	-17.5%
three collections/week	\$393.72	\$288.73	-26.7%
four collections/week	\$524.96	\$360.91	-31.3%
five collections/week	\$656.20	\$433.09	-34.0%
six collections/week	\$787.44	\$505.27	-35.8%
seven collections/week	NEW	\$649.64	-29.3%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$164.05	\$164.05	0.0%
twice per week collection	\$328.10	\$288.73	-12.0%
three collections/week	\$492.15	\$469.18	-4.7%
four collections/week	\$656.20	\$505.27	-23.0%
five collections/week	\$820.25	\$685.73	-16.4%
six collections/week	\$984.30	\$794.00	-19.3%
seven collections/week	NEW	\$974.46	-15.1%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$196.86	\$196.86	0.0%
twice per week collection	\$393.72	\$360.91	-8.3%
three collections/week	\$590.58	\$505.27	-14.4%
four collections/week	\$787.44	\$649.64	-17.5%
five collections/week	\$984.30	\$866.18	-12.0%
six collections/week	\$1,181.16	\$1,010.55	-14.4%
seven collections/week	NEW	\$1,154.91	-16.2%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$262.48	\$262.48	0.0%
twice per week collection	\$524.96	\$505.27	-3.8%
three collections/week	\$787.44	\$787.44	0.0%
four collections/week	\$1,049.92	\$1,010.55	-3.8%
five collections/week	\$1,312.40	\$1,299.28	-1.0%
six collections/week	\$1,574.88	\$1,515.82	-3.8%
seven collections/week	NEW	\$1,732.37	-5.7%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$328.10	\$328.10	0.0%
twice per week collection	\$656.20	\$649.64	-1.0%
three collections/week	\$984.30	\$984.30	0.0%
four collections/week	\$1,312.40	\$1,299.28	-1.0%
five collections/week	\$1,640.50	\$1,640.50	0.0%
six collections/week	\$1,968.60	\$1,948.91	-1.0%
seven collections/week	at left	\$2,296.70	0.0%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$393.72	\$393.72	0.0%
twice per week collection	\$787.44	\$787.44	0.0%
three collections/week	\$1,181.16	\$1,181.16	0.0%
four collections/week	\$1,574.88	\$1,574.88	0.0%
five collections/week	\$1,968.60	\$1,968.60	0.0%
six collections/week	\$2,362.32	\$2,362.32	0.0%
seven collections/week	at left	\$2,756.04	0.0%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$459.34	\$459.34	0.0%
twice per week collection	\$918.68	\$918.68	0.0%
three collections/week	\$1,378.02	\$1,378.02	0.0%
four collections/week	\$1,837.36	\$1,837.36	0.0%
five collections/week	\$2,296.70	\$2,296.70	0.0%
six collections/week	\$2,756.04	\$2,756.04	0.0%
seven collections/week	at left	\$3,215.38	0.0%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$590.58	\$590.58	0.0%
twice per week collection	\$1,181.16	\$1,181.16	0.0%
three collections/week	\$1,771.74	\$1,771.74	0.0%
four collections/week	\$2,362.32	\$2,362.32	0.0%
five collections/week	\$2,952.90	\$2,952.90	0.0%
six collections/week	\$3,543.48	\$3,543.48	0.0%
seven collections/week	at left	\$4,134.06	0.0%

Drop Box ORGANICS Trucking Fee (roundtrip haul - VMC 6.12.211)

Effective October 1, 2019	MSW		
	Oct-19	Change	
10-yard Drop Box	\$145.61	\$105.86	-27.3%
10-yard Compactor	\$161.79	\$117.62	-27.3%
20-yard Drop Box	\$145.61	\$105.86	-27.3%
20-yard Compactor	\$161.79	\$117.62	-27.3%
30-yard Drop Box	\$145.61	\$105.86	-27.3%
30-yard Compactor	\$161.79	\$117.62	-27.3%
40-yard Drop Box	\$145.61	\$105.86	-27.3%
40-yard Compactor	\$161.79	\$117.62	-27.3%

Organics Tip Fees: (pass through at current material processing rate)
2019 West Van Organics Tip Fee (\$/ton): **\$73.49**

Other VMC 6.12.211 service rates apply to Organics drop boxes/compactors.

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