

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 9, 2021
7:00 P.M.**

**COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. Pool and Community Center Project
 - B. Donor Wall Discussion
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please email the City Clerk if you would like to make a public comment or speak at the appropriate time)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Environmental, Planning, and Building
 - C. Finance, IT, Facilities
 - D. Other Liaison Reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Registering no objections to the: [Los Tapatios liquor license renewal](#)
 - C. Setting a Public Hearing on March 9, 2021, at 7:15 or thereafter to receive comments on the Chapter 22.26.023 Wall Signs Development Code Amendments
 - D. Approval of Minutes: [January 19, 2021, Study Session](#)
[January 26, 2021, Regular Meeting](#)
- 11. PUBLIC HEARING 7:15 P.M.**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Westside Disposal Contract Amendment](#)
 - B. [Ordinance: Solid Waste Definitions Amendments](#)
 - C. [Ordinance: Solid Waste Rate Adjustments](#)
 - D. [Ordinance: Solid Waste Special Events Amendments](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
23759	02/01/2021	02/09/2021	9535	Admin Office Courts AOC, Attn: Financial Svcs	295.00 Refund Overpayment For Kristi's Training Reimbursement
	334 01 20 00	State Grant From AOC	001 000 330	General Fund	-295.00 Refund Overpayment For Kristi's Training Reimbursement
23760	02/01/2021	02/09/2021	5479	Bray, Derek	59.00 Library Reimbursement 2021
	572 21 49 00	Library Services	001 000 572	General Fund	59.00 Library Reimbursement 2021
23761	02/01/2021	02/09/2021	4278	Budget Batteries Inc	88.05 Batteries For De-Icers (2)
	548 65 48 12	O & M - Street	501 000 548	Equipment Ren	88.05 Batteries For De-Icers (2)
23816	02/02/2021	02/09/2021	3572	CED	307.70 Christmas Lights For Tree - Alice Peers
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	307.70 Christmas Lights For Tree - Alice Peers
23818	02/02/2021	02/09/2021	4290	Cascade Recreation, Inc	247.28 Dog Waste Bags
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	247.28 Dog Waste Bags
23763	02/01/2021	02/09/2021	331	Cheesman, John G	15.36 Gas Reimbursement #BTS6572
	548 65 31 08	Police Gas	501 000 548	Equipment Ren	15.36 Gas Reimbursement #BTS6572
23826	02/04/2021	02/09/2021	4324	City Treasurer-Tacoma-FireEms/Other	2,203.97 Semi-Annual Streetlight Billing (Jan - Jun 2021)
	542 63 48 02	Pole Attachment Charge	101 000 542	City Street Fun	2,203.97 Semi-Annual Streetlight Billing (Jan - Jun 2021)
23796	02/01/2021	02/09/2021	4325	City Treasurer-Tacoma-SEWER	311,304.89 4th Quarter 2020 Sewer Treatment
	535 60 44 02	Sewage Treatment	430 000 535	Sewer Fund (de	311,304.89 4th Quarter 2020 Sewer Treatment
23764	02/01/2021	02/09/2021	3555	Code Publishing Co	3,199.73 Web Update Ordinances 1662-1668
	511 60 49 03	Codification Costs	001 000 511	General Fund	3,199.73 Web Update Ordinances 1662-1668
23765	02/01/2021	02/09/2021	3573	Copiers Northwest Inc	547.15 Copier Usage January 2021 - City Hall, Court, Parks/Rec, Public Works, Printer Usage Police
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512	General Fund	17.77 Court 1/2021
	518 10 45 00	Oper Rentals - Copier - No	001 000 518	General Fund	507.64 City Hall 1/2021
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund	21.74 Police 1/2021 Usage
23766	02/01/2021	02/09/2021	7802	Core & Main LP	2,143.65 Water Maintenance Stock Parts
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	2,143.65 Water Maintenance Stock Parts
23780	02/01/2021	02/09/2021	7268	CustomEnvelope.com	287.99 #9 EC Green Envelopes City Of Fircrest (PW)

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531 50 49 03	Printing & Binding-Storm		415 000 531 Storm Drain	96.00	#9 EC Green Envelopes City Of Fircrest (PW)
534 10 49 04	Printing & Binding - Water		425 000 534 Water Fund (de	96.00	#9 EC Green Envelopes City Of Fircrest (PW)
535 10 49 03	Printing & Binding - Sewer		430 000 535 Sewer Fund (de	95.99	#9 EC Green Envelopes City Of Fircrest (PW)
23754	02/01/2021	02/09/2021	1548 DeCarteret, Todd	13.90	02-02540.5 - 915 PRINCETON ST
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-15.45	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-16.47	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	18.02	
23806	02/03/2021	02/09/2021	3184 Debiec, Diane	186.33	07-02470.1 - 4001 FLORA DR
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-57.26	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-129.07	
23768	02/01/2021	02/09/2021	3596 Dept Of Health	3,577.50	2021 Operating Permit & Certification Fees
534 10 49 01	State Operating Permit		425 000 534 Water Fund (de	3,577.50	2021 Operating Permit & Certification Fees
23785	02/01/2021	02/09/2021	3599 Dept Of Licensing	30.00	Notary Public Commission - V. Walston
518 10 49 02	Notary		001 000 518 General Fund	30.00	Notary Public Commission - V. Walston
23769	02/01/2021	02/09/2021	9254 Doyle Printing Company	296.73	5000 - #10 Regular Envelopes - City Of Fircrest
518 10 34 02	Central Office Printing		001 000 518 General Fund	296.73	5000 - #10 Regular Envelopes - City Of Fircrest
23770	02/01/2021	02/09/2021	48 Duckworth, Maureen	15.16	Refund For Case 17-07 1058 Monterey Lane
582 10 00 00	Deposit Refunds		001 000 580 General Fund	15.16	Refund For Case 17-07 1058 Monterey Lane
23771	02/01/2021	02/09/2021	366 Employment Security Dept	3,950.44	Benefit Charges - Q4/2020 (ESD 000-945131-10-0)
517 78 20 00	Unemployment Compensat		001 000 517 General Fund	3,950.44	Benefit Charges - Q4/2020 (ESD 000-945131-10-0)
23799	02/02/2021	02/09/2021	3638 Fircrest Golf Club	1,307.10	Land Rental For Water Tank On Golf Course Property For Feb 2021
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,307.10	Land Rental For Water Tank On Golf Course Property For Feb 2021
23821	02/04/2021	02/09/2021	9338 Fuelman Fleet Program	1,186.80	Gas/Fuel January 2021
548 65 31 06	Facilities Gas		501 000 548 Equipment Ren	55.46	Facilities Gas 1/2021
548 65 31 08	Police Gas		501 000 548 Equipment Ren	727.85	Police Gas 1/2021
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	108.01	Parks Gas 1/2021
548 65 31 12	Street Gas		501 000 548 Equipment Ren	151.19	Street Gas 1/2021
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	144.29	W/S Gas 1/2021

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23773	02/01/2021	02/09/2021	6325	GeoEngineers Inc	4,912.20 #P64 Community Center Construction - Prof Svcs 12/12/20-1/15/21
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	4,912.20	#P64 Community Center Construction - Prof Svcs 12/12/20-1/15/21
23774	02/01/2021	02/09/2021	6774	Greenleaf Landscaping 1 Inc	4,326.49 Monthly Landscape Service January 2021
	518 30 41 01 Contract Maintenance		001 000 518 General Fund	3,201.60	Monthly Landscape Service January 2021
	542 80 49 03 Beautification Services (co		101 000 542 City Street Fun	1,124.89	Monthly Landscape Service January 2021
23811	02/02/2021	02/09/2021	6774	Greenleaf Landscaping 1 Inc	879.20 Pruned Large Saucer Magnolia At Rose/garden Area.
	576 80 48 00 Rep & Maint - Parks		001 000 576 General Fund	879.20	Pruned Large Saucer Magnolia At Rose/garden Area.
			Total Greenleaf Landscaping 1 Inc	5,205.69	
23775	02/01/2021	02/09/2021	7919	Hamel, Sarah	59.00 Library Reimbursement 2021
	572 21 49 00 Library Services		001 000 572 General Fund	59.00	Library Reimbursement 2021
23758	02/01/2021	02/09/2021	7867	Hoffman, Ray	233.38 03-01250.0 - 418 DEL MONTE AVE
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-51.98	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-55.75	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-125.65	
23776	02/01/2021	02/09/2021	3692	Home Depot Credit Services	66.05 Carbon Monoxide/Smoke Detectors (2)
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	66.05	Carbon Monoxide/Smoke Detectors (2)
23777	02/01/2021	02/09/2021	3692	Home Depot Credit Services	75.28 Toolbox White Rags (200 Ct)
	535 50 31 01 Oper Supplies - Sewer Mai		430 000 535 Sewer Fund (de	75.28	Toolbox White Rags (200 Ct)
23823	02/04/2021	02/09/2021	3692	Home Depot Credit Services	274.40 Dehumidifier For City Hall (Roof Leaks) - SAA# 1789
	518 30 35 00 Small Tools & Equip-Fac		001 000 518 General Fund	274.40	Dehumidifier For City Hall (Roof Leaks) - SAA# 1789
			Total Home Depot Credit Services	415.73	
23779	02/01/2021	02/09/2021	3704	International Assoc Of Chiefs Of Police	190.00 2021 Membership Fees- J. Cheesman
	521 22 49 03 Dues,Memberships,Subscri		001 000 521 General Fund	190.00	2021 Membership Fees- J. Cheesman
23755	02/01/2021	02/09/2021	1927	Johnson Jr, George B.	25.30 03-02700.1 - 1001 ALAMEDA AVE

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343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-17.55	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-16.16	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	8.41	
23820	02/02/2021	02/09/2021	3791	365.65	Picnic Table Wood & Supplies For Parks/Rec
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	365.65	Picnic Table Wood & Supplies For Parks/Rec
23767	02/01/2021	02/09/2021	318	31.63	Steno Notebooks (12), Storage Boxes (10)
	521 22 31 00	Office & Oper Sup - Police	001 000 521 General Fund	31.63	Steno Notebooks (12), Storage Boxes (10)
23756	02/01/2021	02/09/2021	6517	38.28	05-01810.1 - 1008 LAUREL CT
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-23.46	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-21.39	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	6.57	
23803	02/03/2021	02/09/2021	9262	208.85	07-03110.0 - 1072 11TH TEE DR
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-83.63	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-125.22	
23817	02/03/2021	02/09/2021	8649	30.13	07-03000.0 - 1050 11TH TEE DR
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-29.33	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-0.80	
23802	02/03/2021	02/09/2021	9263	208.51	07-03120.0 - 1074 11TH TEE DR
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-82.79	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-125.72	
23781	02/01/2021	02/09/2021	3910	14.82	1099 NEC Forms For 2020
514 23 31 00	Office & Oper Sup-Finance		001 000 514 General Fund	14.82	1099 NEC Forms For 2020
23782	02/01/2021	02/09/2021	7586	36.30	Uniform Dry Cleaning - J Cheesman
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	36.30	Uniform Dry Cleaning - J Cheesman
23824	02/04/2021	02/09/2021	9541	180.00	Field Lights Remote Controller - Annual Subscription
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	180.00	Field Lights Remote Controller - Annual Subscription
23784	02/01/2021	02/09/2021	3957	12,909.00	2020 Voter Maintenance Charge
514 40 41 01	Special Elections & Voter I		001 000 511 General Fund	12,909.00	2020 Voter Maintenance Charge

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23762	02/01/2021	02/09/2021	8626		Pacific Office Automation Inc	128.07	February 2021 Postage Meter Rental
	518 10 42 01	Postage - Non-Dept	001 000 518	General Fund		128.07	February 2021 Postage Meter Rental
23819	02/02/2021	02/09/2021	4108		Pape Machinery Inc.	1,083.60	John Deere #3120 Repairs
	548 65 48 11	O & M - Parks/Rec	501 000 548	Equipment Ren		1,083.60	John Deere #3120 Repairs
23783	02/01/2021	02/09/2021	4680		Parametrix Engineering	7,744.70	P#60 Pool & Bathhouse Prof Services Through 1/2/2021
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi		2,030.00	P#60 Pool & Bathhouse Prof Services Through 1/2/2021
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi		5,714.70	P#64 Pool & Bathhouse Prof Svcs Through 1/2/2021
23825	02/04/2021	02/09/2021	3955		Petrocard Systems Inc	407.62	Gas/Fuel January 2021
	548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren		22.91	Gas/Fuel January 2021
	548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren		13.47	Gas/Fuel January 2021
	548 65 31 12	Street Gas	501 000 548	Equipment Ren		13.48	Gas/Fuel January 2021
	548 65 31 12	Street Gas	501 000 548	Equipment Ren		70.48	Gas/Fuel January 2021
	548 65 31 12	Street Gas	501 000 548	Equipment Ren		14.43	Gas/Fuel January 2021
	548 65 31 13	Storm Gas	501 000 548	Equipment Ren		184.39	Gas/Fuel January 2021
	548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren		88.46	Gas/Fuel January 2021
23805	02/03/2021	02/09/2021	9386		Porras, John	22.90	07-00116.6 - 1525 COTTONWOOD AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain		-5.10	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de		-5.47	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de		-12.33	
23829	02/09/2021	02/09/2021	3986		Puget Sound Energy, BOT-01H	516.86	Natural Gas - Pool/Bathhouse Jan 2021
	576 20 47 00	Public Utility Services - Po	001 000 576	General Fund		516.86	Natural Gas - Pool/Bathhouse Jan 2021
23801	02/02/2021	02/09/2021	5710		Rainier Connect, Mashell Telecom	274.83	Internet Access/Phone Service - Pool/Bathhouse Feb 2021
	518 81 42 00	Communication - I/S	001 000 518	General Fund		106.95	Internet Access Feb 2021
	518 81 42 00	Communication - I/S	001 000 518	General Fund		113.54	Internet Access Pool/Bathhouse Feb 2021
	576 80 42 00	Communication - Parks	001 000 576	General Fund		54.34	Phone Service Pool/Bathhouse Feb 2021
23786	02/01/2021	02/09/2021	6483		Rice, Angela	59.00	Library Reimbursement 2021
	572 21 49 00	Library Services	001 000 572	General Fund		59.00	Library Reimbursement 2021
23757	02/01/2021	02/09/2021	6121		Schramm, Steven	274.42	02-01450.2 - 227 BERKELEY AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain		-73.58	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de		-78.34	

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343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-122.50	
23787	02/01/2021	02/09/2021	6088	Sentinel Pest Control Inc	192.33 Pest Control - Public Works February 2021
531 50 48 00	Rep & Maint - Storm		415 000 531 Storm Drain	48.08	Pest Control - Public Works February 2021
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	48.08	Pest Control - Public Works February 2021
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	48.08	Pest Control - Public Works February 2021
542 30 48 01	Rep & Maint - Street Maint		101 000 542 City Street Fun	48.09	Pest Control - Public Works February 2021
23788	02/01/2021	02/09/2021	7308	SiteCrafting Inc	99.00 Monthly Hosting Cityoffircrest.net 1/15/21
518 81 41 02	Web Design & Maintenanc		001 000 518 General Fund	99.00	Monthly Hosting Cityoffircrest.net 1/15/21
23800	02/02/2021	02/09/2021	4690	Sound Inspections	2,545.67 Inspections, Mileage And Calls January 2021
524 20 41 01	Bldg Inspec/Plan Review		001 000 524 General Fund	2,545.67	Inspections, Mileage And Calls January 2021
23814	02/02/2021	02/09/2021	7749	Sound Uniform Solutions Inc	33.06 Miscellaneous Alterations - J Roberts
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	33.06	Miscellaneous Alterations-J. Roberts
23789	02/01/2021	02/09/2021	4084	Staples Business Advantage	2,371.91 PW Conference Room And Breakroom Chairs (16)
594 31 64 00	Machinery & Equipment-S		416 000 594 Storm Improve	592.98	PW Conference Room And Breakroom Chairs (16)
594 32 64 01	Machinery & Equipment -		101 000 542 City Street Fun	592.98	PW Conference Room And Breakroom Chairs (16)
594 34 64 00	Machinery & Equipment		426 000 594 Water Improve	592.97	PW Conference Room And Breakroom Chairs (16)
594 35 64 00	Machinery & Equipment S		432 000 594 Sewer Improve	592.98	PW Conference Room And Breakroom Chairs (16)
23790	02/01/2021	02/09/2021	4084	Staples Business Advantage	103.34 Keyboards (2), File Pocket, Cork Board
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	103.34	Keyboards (2), File Pocket, Cork Board
23791	02/01/2021	02/09/2021	4084	Staples Business Advantage	22.52 Self Ink Stamp - PW
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	7.50	Self Ink Stamp - PW
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	7.51	Self Ink Stamp - PW
535 10 31 00	Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	7.51	Self Ink Stamp - PW
23792	02/01/2021	02/09/2021	4084	Staples Business Advantage	40.21 Prof Series Back Support
524 20 35 00	Small Tools & Equip - Bldg		001 000 524 General Fund	20.10	Prof Series Back Support
558 60 35 00	Small Tools & Equip - Plar		001 000 558 General Fund	20.11	Prof Series Back Support
Total Staples Business Advantage				2,537.98	
23793	02/01/2021	02/09/2021	4107	Summit Law Group	171.00 Legal Consulting For Police Guild December 2020
521 22 41 00	Prof. Services/Consulting		001 000 521 General Fund	171.00	Legal Consulting For Police Guild December 2020

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23812	02/02/2021	02/09/2021	4120 Tacoma Daily Index	108.28	January 2021 Publications
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	53.28	January 2021 Publications
558 60 41 01	Advertising - Planning		001 000 558 General Fund	55.00	January 2021 Publications
23827	02/04/2021	02/09/2021	4322 Tacoma, City of - POWER	3,389.37	Power - Various Locations January 2021
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,680.53	Power - Various Locations January 2021
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	673.78	Power - Various Locations January 2021
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	21.99	Power - Various Locations January 2021
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	13.07	Power - Various Locations January 2021
23828	02/04/2021	02/09/2021	4139 Tapco Visa Card	129.00	Registration For Servant Leadership Conference 1/27-28/21 - S. Pingel
513 10 49 01	Reg & Tuition - Admin		001 000 513 General Fund	129.00	Registration For Servant Leadership Conference 1/27-28/21 - S. Pingel
23807	02/02/2021	02/09/2021	5934 US Bank, City Hall Account	60.96	City Hall Charges Through 1/25/21
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	39.56	Zoom Webinar (Covid 19 Exp) 01/2021
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	7.75	Passport Postage
594 48 64 14	Water/Sewer - ERR Capita		501 000 548 Equipment Ren	13.65	DOL - Report Of Sale 2003 Ford Ranger #44204D
23808	02/02/2021	02/09/2021	8483 US Bank, Public Works Dept Account	3,424.32	Public Works Charges Through 1/25/21
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	48.63	Phone Cases & Screens
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	48.63	Phone Cases & Screens
534 10 49 03	Dues,Member,Sub - Water		425 000 534 Water Fund (de	168.00	Waterworks Renewals - B Wakefield, N Parsons, J Davis, J Marzano
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	48.62	Phone Cases & Screens
542 30 42 00	Communication - Street		101 000 542 City Street Fun	48.63	Phone Cases & Screens
594 31 64 00	Machinery & Equipment-S		416 000 594 Storm Improve	765.45	4 Desks
594 32 64 01	Machinery & Equipment - ;		101 000 542 City Street Fun	765.46	4 Desks
594 34 64 00	Machinery & Equipment		426 000 594 Water Improve	765.45	4 Desks
594 35 64 00	Machinery & Equipment S		432 000 594 Sewer Improve	765.45	4 Desks
23809	02/02/2021	02/09/2021	8484 US Bank, Recreation Dept Account	158.94	Rec Charges Through 1/25/21
573 90 49 01	Community Events		001 000 573 General Fund	12.95	Canva Design App For Parks
573 90 49 01	Community Events		001 000 573 General Fund	7.85	Summer Event Sunflower Prize
573 90 49 01	Community Events		001 000 573 General Fund	55.71	Heart Happy Project
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	82.43	P#64 Storage Container For CC Construction 01/21
23810	02/02/2021	02/09/2021	4172 Union 76 Royal	121.74	GAS For W/S And Police - Card Reader Wasn't Working Had To Pay At Station

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548 65 31 08	Police Gas		501 000 548 Equipment Ren	35.65	GAS Police Pay At Station Card Reader Down #68055D
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	86.09	GAS W/S Pay At Station Card Reader Down #63581
23794	02/01/2021	02/09/2021	4178	546.85	University Place Refuse Inc Dump Fees - January 2021
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fun	546.85	Dump Fees January 2021
23813	02/02/2021	02/09/2021	4179	46.80	Unum Life Insurance Company of America Retired Benefits February 2021
521 22 20 02	LEOFF I Long Term Care]		001 000 521 General Fund	46.80	Retired Benefits February 2021
23804	02/03/2021	02/09/2021	4180	42.15	Utilities Underground Locates January 2021
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	21.08	Locates January 2021
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	21.07	Locates January 2021
23795	02/01/2021	02/09/2021	4208	120.00	W A S P C 2021 Membership - J. Cheesman
521 22 49 03	Dues,Memberships,Subscri		001 000 521 General Fund	120.00	2021 Membership - J. Cheesman
23822	02/04/2021	02/09/2021	3645	1,006.93	WEX BANK, Wright Express FSC Gas/Fuel January 2021
548 65 31 08	Police Gas		501 000 548 Equipment Ren	1,006.93	Gas/Fuel January 2021
23815	02/02/2021	02/09/2021	4231	474.00	Water Mgmt Labs Inc Coliform And Flouride Testing January 2021
534 80 41 00	Water Testing		425 000 534 Water Fund (de	90.00	Flouride Testing January 2021
534 80 41 00	Water Testing		425 000 534 Water Fund (de	252.00	Coliform And Flouride Testing January 2021
534 80 41 00	Water Testing		425 000 534 Water Fund (de	132.00	Hardness Testing
23797	02/01/2021	02/09/2021	4246	49.58	Whistle Workwear Work Pants - T Piercy
531 50 20 01	Contract Benefits - Storm		415 000 531 Storm Drain	12.40	Work Pants - T Piercy
534 10 20 01	Contract Benefits - Wtr Ad		425 000 534 Water Fund (de	12.39	Work Pants - T Piercy
535 10 20 01	Contract Benefits - Swr Ad		430 000 535 Sewer Fund (de	12.39	Work Pants - T Piercy
542 30 20 01	Contract Benefits - Street R		101 000 542 City Street Fun	12.40	Work Pants - T Piercy
23798	02/01/2021	02/09/2021	4273	1,050.66	Zumar Industries Inc Steel Street Sign Posts (12)
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	1,050.66	Steel Street Sign Posts (12)

Report Total: 383,148.82

Fund

001 General Fund	31,654.78
101 City Street Fund	6,428.99
301 Park Bond Capital Fund	12,739.33
415 Storm Drain	399.73

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:14:32 Date: 02/05/2021

As Of: 02/09/2021

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			416 Storm Improvement Fund	1,358.43	
			425 Water Fund (department)	11,031.06	
			426 Water Improvement Fund	1,358.42	
			430 Sewer Fund (department)	312,895.90	
			432 Sewer Improvement Fund	1,358.43	
			501 Equipment Rental Fund	3,923.75	

This report has been reviewed by:

REMARKS:

Signature & Title

Date



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: LOS TAPATIOS, LLC
Establishment Name: LOS TAPATIOS MEXICAN TAQUERIA
Address: 4040 ORCHARD ST W #210
License Number: 405652
Request Received: 12/6/2020
Expiration Date: 03/31/2021

Department Comments

Finance

No concerns.

Planning and Building

Complies with the zoning.
No concerns.

Police

We have had no issues with the service of Liquor at this establishment.
Chief John Cheesman

Colleen Corcoran

Director Signature

2/3/2021

Date

Angelic Stahlwecker

Director Signature

2/3/2021

Date

John Cheesman

Director Signature

2/1/2021

Date



**Washington State
Liquor and Cannabis Board**
PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

December 06, 2020

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 12/06/2020

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. LOS TAPATIOS LLC	LOS TAPATIOS MEXICAN TAQUERIA 4040 ORCHARD ST W #120 FIRCREST WA 98466 6662	405652	BEER/WINE REST - BEER

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Brett Wittner called the study session to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, and Denny Waltier were present. Mayor Hunter George was absent and excused. Councilmember Jamie Nixon was absent and unexcused.

AGENDA MODIFICATIONS

There were none.

PAVEMENT MANAGEMENT PLAN DISCUSSION

Public Works Director Wakefield presented an overview of the pavement management plan and briefed the Council on the benefits of evaluating the condition of the roadways to understand future roadway needs. The last pavement management plan was completed in 2010. Wakefield provided information on StreetScan, which was selected to perform a new pavement management plan in 2020. StreetScan will assist in establishing the PCI Index for our roadways and will help the staff budget and prepare for the 6-year Transportation Improvement Plan. Lastly, Wakefield reported that understanding where our future road needs are, the staff can be proactive about seeking grant funds and recommends that the City reassess the roadway needs every six years. Discussions included extending sewer for those with septic tanks and there was a consensus that the StreetScan software was easy to use and intuitive.

STORMWATER STANDARDS DISCUSSION

Public Works Director Wakefield presented an overview of the NPDES Permit and the Department of Ecology requirements of adopting an approved Stormwater Manual. Wakefield provided an overview of the available options available to the City for adopting a stormwater manual and indicated that the City could adopt the manual as written or a variation of that manual. If a developer complies with the requirements of the adopted manual, then the City can approve the development. The City is required to inspect the system and have a maintenance schedule on file to remain compliant with our NPDES permit. Discussions included the 11th Tee Condos development and other types of storm drainage systems recently installed and our overall healthy drainage system due to our aggressive street sweeping routine.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 6:49 P.M., seconded by Barrentine. The Motion Carried (5-0 with George and Nixon absent).

Brett L. Wittner, Mayor Pro Tem

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:01 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Jamie Nixon were present.

PRESIDING OFFICER’S REPORT

A. Community Center and Pool Project

Grover briefed the Council on the progress of the Pool & Community Center Project and indicated that Kassel is still completing punch list items on the pool & bathhouse portion. Kassel is pouring the footing drains and generator pad at the Community Center. There was a brief discussion on obtaining grant funds for the cost of the generator pad and on the interior finishes for the Community Center. City Manager Pingel updated the Council on the potential number of donor names for the donor walls and reported the staff will continue to seek grant funds from the Department of Emergency Management for the generator.

Mayor George reported that a constituent asked about graffiti and pool programming and the staff has answered his questions by email. George reminded the Council that the Joint Meeting will be on February 2nd and he will not be able to make it. Mayor Pro Tem Wittner will preside. The joint meeting will address the 2021 work plan for the Planning Commission and a tentative work plan priority is to examine the development code for racial bias.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; none were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

Barrentine reported that the Recreation Software will soft-launch soon and asked for Council and Staff participation as beta testers. The ‘What Makes Your Heart Happy’ event is going on now and is spreading positivity. Reynolds commented that she would recommend the Council invest in a Pool Manager as the City has had one in the past.

B. Pierce County Regional Council

Reynolds: no report provided.

C. Public Safety, Courts

Reynolds reported that the Police Department provided support at the Tacoma riots. There has been a string of burglaries recently and the officers continue to investigate.

D. Street, Water, Sewer, and Storm Drain

Waltier reported that he is excited to meet the new Public Works Director.

E. Other Liaison Reports

None were provided.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 216027 through Voucher Check No. 216075 in the amount of \$250,182.81; approval of Payroll Check No. 14008 through Payroll Check No. 14008 in the amount of \$120,817.38; approval of the January 12,

2021, Regular Meeting minutes. **Wittner MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (7-0).**

PUBLIC HEARING

George opened the public hearing at 7:20 P.M. City Manager Pingel briefed the Council on the proposed new solid waste rates and the methodology changes for future rate increases stating that the purpose of the public hearing was to receive comments on rate adjustment. George invited councilmember comments; discussion included thanking the staff and Westside Disposal for working together effectively. Westside Disposal and the Citizens of Fircrest both benefit. Lastly, there was a compliment to Councilmember Viafore for initiating the conversation about a contract extension. George invited public testimony; Neil Holden, Westside Disposal, commented that Westside has been committed members of our community and they have a long-tenured staff. George closed the public hearing at 7:30 P.M.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Resolution No 1708: Council Rules of Procedures Amendments

Pingel briefed the Council on the proposed resolution amending Rule 20, which changes the regular meeting agenda order. **Wittner MOVED to adopt Resolution No. 1708, rescinding Resolution No. 1649 relating to City Council Rules of Procedures and adopting new City Council Rules of Procedures; seconded by Barrentine.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

CITY MANAGER COMMENTS

City Manager Pingel reported that he has been in touch with the legislative delegation to discuss the RCO Grant and the State capital budget. Pingel asked both Nobles and Leavitt to push for funding for Fircrest’s projects. The Council asked Pingel to extend an invitation to both legislators to meet the Council at a future meeting.

DEPARTMENT HEAD COMMENTS

- Police Chief Cheesman reported that he intends to start spotlighting an officer on Facebook in hopes of promoting community involvement. Cheesman reported that the Fircrest Police Department is a certified Law Enforcement Agency and meets all the minimum certifications recommended by President Biden. There was a brief discussion on the graffiti and Cheesman reported that the officers have contacted each of the homes and have canvassed the streets looking for leads and surveillance footage. Public Works is assisting with the clean-up.
- Parks & Recreation Director Grover reported that the Sons & Daughters of Italy will no longer maintain the bocce ball courts and the staff is working on ideas for repurposing the courts. Lastly, Grover reported that he continues to work on the readerboard option and will be bringing back options to a future meeting.

COUNCILMEMBER COMMENTS

- Nixon; no comments provided.
- Waltier thanked Public Works Director Wakefield for his great work at the City.

- Barrentine thanked the audience for their attendance.
- Wittner thanked Public Works Director Wakefield for his contribution to the City.
- Reynolds provided a COVID-19 update and reported that the hospitalization rates are improving and there will be a pop-up vaccination clinic coming to University place Pediatrics, which is in the Town Center off Regents Boulevard. George commented that FEMA announced that they will deploy people to aid in the vaccine distribution.
- Viafore thanked Public Works Director Wakefield for his work at the City and he is looking forward to the new Director, Tyler Bemis. Bemis is local to the Fircrest area. Viafore commented that he is not fond of the color options available for the Community Center and is concerned about the finish choices becoming a maintenance issue. Lastly, Viafore thanked Chief Cheesman for being a great example of community policing and is excited the Fircrest Parks & Recreation Foundation getting off to a good start.
- Mayor George thanked Public Works Director Wakefield for his 7-plus years of great work and also thanked the Police Department for being so involved and being willing to be apart of the Facebook ‘spotlight an officer’. Lastly, George commented that the Fircrest Parks & Recreation Foundation has approximately 59 donors to date.

EXECUTIVE SESSION

At 8:10 P.M., Council convened into Executive Session after a five-minute recess, not to exceed 30 minutes, to discuss the performance of a public employee pursuant to RCW 42.30.110. George noted that no further action would take place other than adjournment.

At 8:40 P.M., George announced the Council would continue the Executive Session until 9:00 P.M.

The Council reconvened into regular session at 9:01 P.M.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 9:01 P.M., seconded by Barrentine. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

NEW BUSINESS: Resolution: Westside Disposal, Inc. Contract Amendment #6
ITEM: 13A
DATE: February 9, 2021

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute Amendment #6 of the garbage contract with Westside Disposal, Inc, dated June 1, 1998, to be effective March 1, 2021.

PROPOSAL: The Council is being asked to authorize the City Manager to execute Amendment #6 of the garbage contract with Westside Disposal.

The following sections have been amended as indicated on the attached redline copy: Sections 3, 6, 8, 9, 10, 15, 18, 21, 25, 31, 33, 34, 35, and 39.

Section 36 has been deleted.

The main contract amendments are found in the following sections:

- Section 3. Term – is amended to add 8 years to the contract. Also included is the language for an optional additional term. We have continued to extend the contract with Westside Disposal. This language essentially provides for that discussion within a specific timeframe.
- Section 9. Definitions of Terms – is amended to correct the section numbering and add a sentence to the Solid Waste/Garbage definition, and add a definition for Compacted Containers.
- Section 15. Collection Operations – is amended to allow the contractor to charge for additional recycling totes beyond the first one, which is included at no additional charge.
- Section 18. Billing – is amended to add subsection E. establishing a 20% discount to customers that are also eligible for a low-income discount by Tacoma Power. This language follows the same language the City has in our utility billing code for utility customers that are eligible for this program through Tacoma Power.
- Sections 31. Hauling and Disposal, 33. The charge for Collection Services, and 35. Annual Rate Adjustment – are each amended based on agreed upon adjustments to how the garbage rates are calculated and adjusted from year to year. The main changes are in Section 35 regarding the adjustment rate and the recycling commodities charge/credit.
- Section 36. Disposal Fees – is deleted.

There are other minor language and grammar adjustments throughout the contract amendment as well. The contract amendment also includes a general 3% increase in rates.

FISCAL IMPACT: This amendment does not have a direct fiscal impact on the City, though it impacts Westside Disposal customers within Fircrest.

ADVANTAGE: This contract amendment simplifies the annual rate adjustment and makes it more transparent. It also makes other necessary adjustments to the contract.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not amend the contract with Westside Disposal and plan to put the garbage contract out to bid over the next year.

HISTORY:

- 1998 - Council entered into an eight-year contract with Westside Disposal (ending 2006)
- 2001 - Council accepted Westside Disposal's proposal to waive the 2001 annual CPI adjustment in exchange for extending the contract term an additional eight years (5/31/14)
- 2002 and 2003 – CPI increases to Westside Disposal contract.
- 2004 - Council approved a service level increase from the 3-bin recycling system to the single-stream recycling system effective March 1, 2005. Recycling and Yard Waste collection was automated at that time.
- 2004 – Council deleted contract term and termination language from FMC to allow for a 16-year contract with Westside Disposal, Inc.
- 2005 and 2006 – CPI increases to Westside Disposal contract.
- 2007 – Council approved amendments to the definitions and special events.
- 2014 – Council approved a fourth amendment to the contract.
- 2016 – Council approved additional amendments to the special events section.

ATTACHMENTS: [Resolution](#)

[Contract Amendment](#)

[Exhibit A – Proposed Contract Amendments \(Redline\)](#)

[Exhibit B – Recycling Commodity Charge/credit Calculation](#)

[Example for Section 35.B](#)

[Exhibit C - Annual Rate Adjustment Example for Section 35.A](#)

[Clean Copy of Amended Contract](#)

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**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
CITY MANAGER TO EXECUTE A SIXTH AMENDMENT
TO THE GARBAGE CONTRACT WITH WESTSIDE
DISPOSAL, INC., DATED JUNE 1, 1998**

WHEREAS, The City of Fircrest and Westside Disposal, Inc., have agreed upon amendments to the June 1, 1998 contract, the November 13, 2001 amendment, the November 23, 2004 amendment, the February 13, 2007 amendment, the February 12, 2014 amendment, and the August 23, 2016 amendment between Westside Disposal, Inc., and the City of Fircrest; and

WHEREAS, the Fircrest City Council has approved amendments to the June 1, 1998 contract as amended by the November 13, 2001 amendment, the November 23, 2004 amendment, the February 13, 2007 amendment, the February 12, 2014 amendment, and the August 23, 2016 amendment; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute the sixth amendment to the contract for garbage dated June 1, 1998, with Westside Disposal, Inc., as set forth in Exhibit A attached hereto, effective February 9, 2021.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 9th day of February 2021.

APPROVED

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AMENDMENT #6
TO THE CITY OF FIRCREST
CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION
DATED JUNE 1, 1998.**

This amendment is hereby made and entered into this 9th day of February 2021, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Westside Disposal, Inc, a Washington Corporation hereinafter referred to as the “Contractor”.

WITNESSETH:

1. Purpose

The purpose of this sixth amendment is to amend the June 1, 1998 contract. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the June 1, 1998 contract, the November 13, 2001, first amendment, the November 23, 2004, second amendment, the February 13, 2007, third amendment, the February 14, 2012, fourth amendment, and the August 23, 2016, fifth amendment shall remain in full force and effect.

2. Amendments

The June 1, 1998 contract is amended per the redline amendments of the contract attached hereto as Exhibit A. Amendments to the Contract for Garbage, Recyclables, and Yard Waste Collection.

3. Full Force and Effect

All remaining provisions of the contract dated June 1, 1998, and the November 13, 2001, first amendment, the November 23, 2004 second amendment, the February 13, 2007, third amendment, the February 14, 2012, fourth amendment, and the August 23, 2016, fifth amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

CITY OF FIRCREST

WESTSIDE DISPOSAL, INC.

By: _____
City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit A

CITY OF FIRCREST CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION

1. Date and Parties

This Contract is made and executed the 1st day of **June 1998** and is entered by and between the City of Fircrest, a municipal corporation, hereinafter referred to as the “City” and Westside Disposal, Inc., a Washington Corporation, hereinafter referred to as the “Contractor”.; WITNESSETH:

2. Purpose

The purpose of this Contract is to provide for the collection of solid waste/garbage, recyclables, yard waste and medical infectious waste throughout the City. The Contractor does hereby agree to provide said services for the City and its citizens and arrange for the disposal or recycling of such solid waste/garbage, recyclables and yard waste upon the terms and conditions set forth herein.

3. Term

The City and the Contractor do mutually agree to honor the agreements and the commitments contained herein for the period of ~~eight-thirty-two (3224)~~ years commencing June 1, 1998 and terminating May 31, 203022.

A. **Optional Term** - An optional term of eight (8) additional years shall, upon mutual agreement of the Parties, be added to the term as set forth above in this section, which termination date shall then be May 31, 2038. The Parties shall initially meet prior to January 1, 2027 to discuss such optional term.

4. Relationship of Parties

The City and The Contractor intend that an independent City/Contractor relationship be created by this Contract. Responsibility for the implementation of services lies solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

5. Contact Persons

The contact person for the City shall be the City Manager or his or her designee, 115 Ramsdell Street, Fircrest, Washington 98466, (253) 564-8901. The contact person for Westside Disposal Inc. shall be Roger Gruener, General Manager, 2815 Rochester Street, University Place, Washington 98466, (253)-564-3212.

6. Rights for Collection

The Contractor shall have the exclusive right to collect all solid waste/garbage, recyclables and yard waste within the City. Contractor shall collect yard waste only in a toter(s) provided

Exhibit A

by the Contractor. The Contractor shall have the right to subcontract for the collection and disposal of medical infectious waste and drop boxes. These provisions shall be subject to the rights of third parties in annexed areas and those rights shall not be abridged by this agreement. [Nothing in this agreement shall abridge the rights of commercial and industrial generators of recycling material from exercising their rights under RCW 35.21.158 to arrange for the collection of such material with third parties or the Contractor.](#) Tacoma Public School No. 10 shall be exempt from the provisions of this Contract.

7. Service Requirements

The City Shall at all times have in full force and effect an ordinance requiring all residential and commercial establishments with the City to utilize the Contractor's solid waste/garbage collection service; provided, however the City may, in its discretion, and upon a showing of exceptional circumstances (regarding the vacancy or absence of residents/tenants for more than thirty (30) days) allow for an exception to the mandatory service requirement upon written application of any business or resident. Resident must state dates of vacancy and when they will return. This shall in no way be construed to prevent disposing of solid waste/garbage in addition to utilization of mandatory refuse collection. Commercial businesses handling fresh or frozen foods and/or produce shall have a minimum of weekly service. Service to apartments and condominium complexes must be paid for by the owner or association and shall have weekly container service.

8. Education and Promotion

In an effort to promote recycling under the Contract, the Contractor shall provide promotional, educational and advertising material to all customers a minimum of twice a year. All notices, announcements, educational and promotional material will be approved by the City prior to mailing [or publishing online](#). The Contractor will provide all material to the City at least fourteen (14) days in advance of the date of mailing [or publishing](#). The City will respond back to the Contractor with any changes or approval within seven (7) days from the date received.

9. Definitions of Terms

AC. "Can" means a 32 gallon receptacle, not to exceed 45 pounds at time of pick up, provided by the customer, made of durable, corrosion-resistant, nonabsorbent material, watertight with close-fitting cover and two graspable handles. No can shall weigh more than 12 pounds empty. A can may only [be](#) used for occasional extra garbage and must have an "extra tag" affixed to it for pickup.

BD. "Bag" shall mean a 32 gallon plastic bag durable enough to be lifted without breaking, not to exceed 40 pounds at time of pick up, provided by the customer. A bag may only be used for occasional extra garbage and must have an "extra tag" affixed to it for pickup.

FC. "Curbside" shall mean at the curb or up to five (5) feet from the edge of the drivable portion of the road or alley, or as required by Contractor for service. "Curbside" may also be referred to as "curb."

DG. "Packout" shall mean a carryout service per can from a distance greater than five (5) feet from the edge of the drivable portion of the road or alley. "Packout" may also be referred to as "off curb."

Exhibit A

EH. “**Drive-in**” shall mean the action of the vehicle leaving the public road to provide service. “Drive-in” may also be referred to as “off curb.”

FI. “**Medical Infectious Waste**” shall include, but not be limited to, contaminated sharps, human blood and blood products, cultures and stocks of infectious agents and associated biological matter.

JG. “**Recyclables**” for curbside collection shall include newspapers, mixed waste paper, cardboard, aluminum cans, tin cans, plastic bottles, and such other materials from time to time as shall be mutually agreeable to both parties to add to or remove from the program. Glass shall be taken by the customer to a drop-off recycling center at the Contractor’s office or such other appropriate recycling center.

HK. “**Toter**” shall mean a wheeled plastic cart that has the capacity of 12, 24, 48, 64 and 96 gallons. The maximum weight capacity is equal to two pounds per gallon. Toters are provided by the Contractor, dumped mechanically, and are used for garbage collection (12 through 96-gallon) curbside recycling (64 and 96-gallon), multi-family recycling and yard waste recycling (64 and 96-gallon). Customer shall place toter where directed for automated collection. A toter may also be referred to as a cart or a roll cart.

IL. “**Rear Load Container**” shall mean a detachable metal container with the size of one, one and one half or two cubic yards used for the collection and disposal of solid waste/garbage, attached by hand at the rear of the truck and dumped mechanically. This container is intended to be placed on a hard, level surface. Such container whose contents weigh more than 250 lbs. per cubic yard of volume, at the time of pickup shall be considered overweight and subject to the overweight pickup fee.

MJ. “**Front Load Container**” shall mean a detachable metal container of various cubic yard sizes, which is loaded directly by the truck by driving straight into the unit with the front-loading forks. Such container whose contents weigh more than 250 lbs. per cubic yard of volume, at the time of pickup shall be considered overweight and subject to the overweight pickup fee.

KN. “**Drop Box**” means a large-volume (13 cubic yards or greater) detachable container that can be pulled onto a collection vehicle mechanically and transported to a disposal site.

LO. “**Solid Waste/Garbage**” shall mean all putrescible and non-putrescible solid and semi solid wastes, including but not limited to, rubbish, ashes, demolition and construction waste, animal and vegetable waste. Solid waste/garbage does not include: sludge and septage; dangerous, hazardous, or medical infectious waste; automobile batteries; abandoned vehicles or large auto parts; large appliances; and rubber tires. Unless indicated otherwise, all solid waste collection services shall be for non-compacted material.

MP. “**Glass**” shall mean all jars and bottles of any color. Plate glass, window glass, mirrors, light bulbs, ceramics or glass kitchen cookware are not included.

NQ. “**Aluminum Cans**” shall mean used beverage and food containers free of contents.

OR. “**Tin Cans**” shall mean cans and containers composed of tin plated steel, or bi-metals. Aerosol cans, coat hangers or other scrap metals are not included.

PS. “**Mixed Paper**” shall mean magazines, junk mail, cereal boxes and cardboard. Mixed paper shall not include tissue, paper towels, paper plates, plastics and any other food contaminated paper products.

QT. “**Newspaper**” shall include only newspaper and catalogs made of newsprint. All other paper is mixed paper.

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RU. “Yard Waste” shall mean grass and vegetative material, which occurs naturally and is grown on residential or commercial property or is included in the landscaping of such property. The term also includes Christmas trees that are free of any decoration and flocking. The term does not include rocks, sod, gravel, dirt and sand. In addition, branches larger than four (4) inches in diameter and stumps are not included.

SV. “Subcontractor” shall mean any entity with whom the Contractor has an agreement to perform medical infectious waste and drop box service, as provided for in this Contract.

WT. “Extra Tag” shall mean a tag that shall be affixed to any occasional extra solid waste/garbage “can” or “bag”, in addition to the customers subscribed garbage service.

UX. “Contractor” means any person, firm, partnership, association, institution or corporation who has contracted with the City for the collection, handling and transportation of all or part of Fircrest’s solid waste, which includes garbage, recyclables and yard waste within the City.

VY. “Person” means every person, firm, partnership, association, institution or corporation in the City accumulating garbage, yard waste or recyclables requiring collection; the term also means the occupant and/or the owner of each residential or commercial unit.

WZ. “Multi-Family Recycling Charge” listed in FMC 6.08.130 applies to each dwelling unit per apartment complex. The charge is assessed even if the property owner/manager requests no service [and applies to all units whether occupied or not.](#)

X. “Compacted Containers” shall mean a customer-owned container that compacts the solid waste by mechanical means, that is between 1 and 6 cubic yards in volume and shall be designed for pickup by a front load collection vehicle. Charges for such compacted containers shall be calculated by using the same volume as the non-compacted container rate with weekly pickup as the basis, then multiply that amount times the manufacturer’s stated compaction ratio, then multiply that amount times 88%. Multiply that amount times the number of pickups per week if more than one pickup is requested. If a customer mechanically compacts the solid waste either prior to or after being placed into the Company-owned container, the Compacted Containers rate formula shall apply at a 3:1 compaction ratio.

10. Preparation of Recyclables and Yard Waste

All recyclable material and yard waste must be free of contaminants. If any recyclables contain contaminants, such as solid waste/garbage, [prohibited items, etc.](#), the Contractor may elect not to pick it up. In the event that recyclables are not collected, the customer shall be notified, by the hauler, of the condition so that the problem can be corrected. In the event the contaminants do not show up until the bin or toter has already been dumped the Contractor may remove contaminants and the contaminants will be left with the toter or bin and the customer will be notified of the condition so that the problem can be corrected. [Time rates may apply.](#) In the event this problem repeats itself the City will be notified and the recycling or yard waste service may be discontinued with City approval.

A. “Glass” shall not be included with the other recyclables for collection, but shall be taken by the customer to a glass recycling drop-off receptable at the Contractor’s office, or such other appropriate recycling center.

B. The following materials when prepared as described below shall be placed “commingled” into the recycling toter provided for collection. All recyclables must be inside recycling toter for collection.

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1. Cardboard – Corrugated Cardboard and kraft paper including unbleached, unwaxed paper with a ruffled “corrugated” inner liner. Multi-family or commercial locations shall use the designated cardboard container for cardboard when available.
2. Metal cans – tin-coated steel cans and aluminum cans– are acceptable when they are free of contents. Tin cans must be rinsed out.
3. Mixed Waste paper – clean and dry paper, including: glossy papers, magazines, catalogs, phone books, cards, laser-printed white ledger paper, envelopes, paper with adhesive labels, paper bags, non-metallic wrapping paper, packing paper and chipboard, such as cereal and shoe boxes. Food contaminated paper shall not be accepted.
4. Newspapers – printed groundwood newsprint, including glossy advertisements and supplemental magazines that are delivered with the newspaper.
5. Plastic Bottles, Tubs & Buckets–
 - a. Plastic bottles that have a neck narrower than the base are acceptable when free of contents and rinsed. Lids must be removed and discarded. Examples of these are: soda, liquor, juice, milk, detergent and water bottles. Bottles containing oils, solvents, automotive fluids or other such contaminants are not acceptable.
 - b. Plastic tubs and buckets with the opening wider than the base are acceptable when they are free of contents and rinsed. The lids may be included for recycling. Examples of these are:
 - i. Tubs: Margarine, yogurt, sour cream;
 - ii. Buckets: detergent, kitty litter.Tubs or buckets containing oils, solvents, automotive fluids or other such contaminants are not acceptable.

C. “Yard Waste” The yard waste toter(s) shall be placed at the curb on collection day. All yard waste must be placed inside the yard waste toter for collection. €Single family and multi-family customers using garbage toters are eligible to request and receive a quantity of up to three (3) yard waste toter(s) at no additional charge, provided that each yard waste toter requested in excess of the first three (3) shall be charged as listed in Schedule “A” as amended. Such requested toters shall remain with the subscriber for no less than a six (6) month period of time.

11. Contractor’s Office

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests or instructions from the City. This office shall be in operation between hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except the holidays recognized under this Contract.

12. Contractor’s Employees

- A.** The Contractor shall require all employees to be courteous at all times; not to use loud or profane language and to do their work as quietly as possible.
- B.** Employees in collecting solid waste/garbage, recyclable and yard waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans, recyclable containers and yard waste toters. They shall also replace all receptacles and covers and close all gates opened by them.

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C. Employees shall not trespass or loiter; nor shall employees enter private property other than from right-of-way or alley.

D. All employees shall be competent and skilled in the performance of the work to which they may be assigned.

13. Collection Times

Collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. No collection shall be made on Sundays. All collections shall be made as quietly as possible. Route and schedule data shall be provided to the City by the Contractor. Thirty (30) days advance notice shall be given to the City for any route and schedule changes. The Contractor may observe Thanksgiving Day, Christmas Day, and New Year's Day as the only recognized holidays in each year of this Contract. Service for the balance of the week following these holidays will be provided no more than one working day later than normally scheduled. Westside will provide advance notice to all customers of altered service resulting from the observations of these holidays.

14. Service Area

The service area shall be the same as the area located within the corporate limits of the City.

15. Collection Operations

A. The Contractor shall provide collection of garbage/solid waste no less than once a week except the 24, 48 and 64 gallon garbage totes, with every other week pickup; ~~and the 48 gallon garbage toter with every other week pickup or on time per month pickup~~. Commercial establishments shall be serviced more than once per week when the customer requests.

B. The Contractor shall provide curbside collection of the recyclables on a bi-weekly schedule year round on the same day as regular garbage collection service. Collection shall be provided to all single-family and multi-family residences and to those commercial establishments that have requested this service. Single family and multi-family residences utilizing Garbage Toter service are eligible for one (1) Recycling Toter at no additional charge. Each additional recycling toter shall be charged at the rate listed in Schedule A, as amended. The additional Recycling Toter charge shall not apply to accounts subject to the Multi-family Recycling charge.

C. The Contractor shall provide curbside collection of the yard waste material on a bi-weekly schedule year round on the same day as regular garbage collection service. Collection will be provided to all single-family, multi-family and commercial establishments with regular garbage ~~can~~-toter collection service.

D. The Contractor becomes the owner of the recyclables following collection and can market or dispose of them in any manner selected by the Contractor. Recyclables which are collected by the Contractor shall not be disposed of in a landfill or municipal composting facility unless the Contractor has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical way to handle them.

E. The Contractor becomes the owner of solid waste/garbage following collection with sole authority and discretion to determine its disposition, provided that it shall be disposed at a permitted solid waste disposal facility.

F. The Contractor becomes the owner of yard waste following collection and will deliver the yard waste to a fully licensed compost site or, if there is no such site, a landfill.

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G. Each tagged item must conform to the weight/size limitations defined herein. Each tag must be complete with the customer's name and address. The customer will then be billed for this extra solid waste/garbage after it has been collected. Extra solid waste/garbage that does not have this tag affixed will not be taken.

16. Municipal Collections

The Contractor shall make collections at all City parks, the Public Safety Building, the City Hall, the Community Center, the Public Works Facility and other City owned and/or leased buildings as directed by the City manager, without charge to the City. There will be a charge for removal of demolition/construction debris.

17. Special Collections

A. Adequate provisions shall be made by the Contractor to provide special collections when solid waste/garbage, recyclables or yard waste have not been collected during the regularly scheduled trip as a result of the Contractor's inadvertence or neglect in picking up the same. Customer shall notify the Contractor of missed collection within two (2) working days. Special pick-ups for such missed collections shall be made by the Contractor within one (1) working day after notification by the customer or being ordered by the City at no additional cost to the City or the Customer.

B. Pick-ups for missed or special collections required through no fault of the Contractor shall be made by the Contractor by the end of the following business day after notification. A return trip charge shall be assessed according to the rates on Schedule A.

18. Billing

A. The Contractor shall have full responsibility for billing and collecting all fees relating to the collection, transportation and disposal of solid waste/garbage, medical/infectious waste, recyclables and yard waste under this Contract. Payments on garbage service accounts shall be made at the offices of the Contractor as indicated on the statement or as otherwise directed by City Ordinance. Pursuant to the provisions hereof, and FMC 6.08.110, and subject to the specific exceptions thereto, the charges for garbage service shall be billed monthly for commercial customers and every other month for residential customers by the Contractor to the owner of record, or purchaser of record, of the serviced property, who shall be responsible for the payment thereof as provided by City Ordinance. It shall be the duty of each owner or purchaser of said serviced property to maintain said charges in a current paid condition. Charges on garbage service accounts shall be paid by the owner or tenant, on or before the 10th day of the month following date of billing and, if not paid, shall become delinquent after the 15th day of that month. Any customer who has not remitted payments within forty-five (45) days after the date of billing may be notified by the Contractor that service may be discontinued fifteen (15) days after the date of notice if payment is not made before that time. The Contractor shall give customers notice of a right to a hearing of disputed bills before a designated City official, and if a customer requests such hearing before the end of the fifteen (15) day period, service shall not be discontinued until the dismissal or conclusion of the hearing. The City official, in his/her reasonable discretion, may determine the date and time for the hearing during the City's regular business hours, and the hearing procedures. If the hearing officer shall find in favor of the Contractor regarding such disputed billing and payment is not made within

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five (5) days following the conclusion of the hearing, the Contractor may discontinue service for such customer with the understanding that billing charges will continue to accrue even though service has been discontinued. Upon payment of the delinquent fees, the Contractor shall resume collection on the next regular scheduled collection day.

- B. If a garbage service account goes delinquent, the Contractor shall have the right as allowed under the laws of the State of Washington to place a lien(s) on the serviced property of such account. The lien amount(s) shall include lien placement and lien release charges related to such serviced property liens.
- C. Service may be suspended for non-payment of the garbage collection account and billings, however, such suspension shall not relieve the person owing such account of the duty of complying with the provisions of FMC 6.08.110, other applicable City ordinances and of this contract.
- D. In addition to the other remedies available to the Contractor for collection of its charges and enforcement of its lien for non-payment of services, there shall be a penalty charged on the unpaid balance of delinquent accounts at the rate of one and one-half percent per month, or ~~\$4.50~~ the "Late Payment Fee Minimum" shown on Schedule "A", as amended, whichever is greater, which penalty shall accrue the date that the billing becomes delinquent, until the total of said charges, penalty and lien costs have been paid in full. In the event of suit by the Contractor to collect said charges, penalty and lien costs, the court shall award the Contractor its reasonable attorney's fees and costs incurred thereby.

~~D.E.~~ The Contractor shall provide a rate discount of at least 20% to single-family and multi-family customers who utilize Garbage Toter service, and who have been certified eligible for a low-income person discount by Tacoma Power. Customers who have been certified eligible by Tacoma Power for a low-income person discount must provide the Contractor evidence that they are receiving such a discount from Tacoma Power. The discount rate will begin the first day of the current billing cycle in which the aforementioned evidence is received by the Contractor. During the month of January of each year, in order to continue to receive the rate discount in the ensuing year, any person receiving a discount from the Contractor, as a low-income person, shall provide evidence to the Contractor that they are still receiving a low-income person discount from Tacoma Power.

19. Service to New Customers

The Contractor shall provide service to new customers within one (1) week after receipt of a request to do so. If the Contractor is unable to provide the container in the size ordered by the customer within the one (1) week, then the Contractor may temporarily provide the customer with any size container, provided, however, the service provided to the customer and the rate charges shall be equivalent to the service and rate for the requested container.

20. Equipment and Maintenance

A. The Contractor shall furnish all vehicles, which shall be specifically designed for collection and hauling of solid waste/garbage, recyclables or yard waste. Each vehicle shall have a tight metal body designed so as to prevent the scattering of materials when driven over the streets, alleys and highways.

B. Collection vehicles shall be kept in good repair and appearance and sanitary condition at all times. Each vehicle shall have the Contractor's or Subcontractor's name and phone number

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and vehicle identification number clearly visible on the truck. No advertising without prior City approval shall be permitted on the vehicles.

C. Any equipment found not to comply with the above standards shall be taken out of service and brought into compliance with the standards before being placed back in City service.

21. Special Events

- A. Spring and Fall Cleanups – The Contractor shall provide drop off facilities at their location to provide the single-family and multi-family resident (no commercial customers or commercial vehicles allowed) of the City the ability to bring any junk, debris, trash, furniture, appliances, etc., with the exception of any hazardous or putrescible waste. The waste must originate from their personal residence within the City. Customers shall make every attempt to have all recyclables and yard waste separate from other items. Customers must be prepared to show some kind of photo identification to show proof of residency in Firecrest. This will occur on a Friday and Saturdays with hours of 8:00 a.m. to 4:00 p.m. This shall be done on a weekend in April and October of each year. Notification of the dates and times of the cleanup will be mailed and/or published on social media or online ~~to~~ for the customers no later than 14 days in advance of the dates of the cleanup. Vehicles shall not exceed the size of a standard pickup truck and materials shall not exceed the height of the cab.
- B. Bulky Waste Collection – The Contractor shall provide to single-family residents the opportunity to request up to 2 times per calendar year curbside pickup of certain bulky items. Requests will be scheduled on a first come, first served basis. There shall be 12 pickups scheduled per week. If more requests than 12 are made, the number in excess of 12 will be scheduled for the following week. The customer must place the item(s) at the curb in such a way as to allow the collection vehicle to have immediate access to the item(s) for pickup. The bulky waste collection shall be offered at no additional cost.

Bulky Waste Item Criteria & Specifications:

5 item limit per pickup.

No single item may weigh more than 300 lbs.

No item may be larger than 4 feet by 8 feet by 3 feet.

All items for pickup must be empty.

No item shall contain liquids, putrescible material or hazardous materials, such as: gasoline, oil, asbestos, chemicals, etc.

Items must be from personal residence only, business or commercial items not accepted.

Eligible bulky waste includes the following:

Appliances – clothes washers and dryers, cooking stoves and ranges, microwave ovens, water heaters, refrigerators, freezers, and air conditioners.

All appliances must be empty. Doors are not to be removed; however, freezers and refrigerators must be securely closed and well duct-taped shut.

Carpet/Carpet Padding – Carpet must be in rolls no longer than six (6) feet in length and no wider than one (1) foot in diameter. Carpet padding must be rolled separately. Each roll must be tied or taped at each end. All carpet and padding must be kept dry for pickup.

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Furniture – beds, mattresses, box springs, dressers, tables, chairs, couch, trunks, etc.

Exercise Equipment – treadmills, bicycles, exercise bike, weight bench, etc.

Yard Equipment – mowers, edgers, trimmers (must be emptied of oil and fuel prior to pickup), lawn furniture.

Items Not Eligible:

Electronics, home improvement items, riding mowers, automotive parts, water sport or power sport vehicles, trailers, etc.

22. Disabled Service

The Contractor shall provide carry-out service to all customers who provide written documentation of their physical inability to deposit the solid waste/garbage, recyclables and yard waste at the curb and the absence of any other able bodied household resident. The Contractor shall provide such carry-out service at the curb rate.

23. Force Majeure

Neither the City nor the Contractor will be liable for failure to perform its obligations under this Contract and such failure shall not be a default under this Contract when the failure is due to fire, flood, storms, epidemics, earthquakes, volcanic eruptions, war, riot, insurrection, governmental restraints, labor disturbances against entities other than the Contractor, unavailability of a disposal site or any other causes of any nature that could not be controlled or prevented by the party failing to perform which make this Contract impossible to perform. In any case, the party claiming the benefit of this provision shall use diligence to remove such causes and to resume performance under this Contract as soon as is feasible.

24. Performance Bond

Contractor shall post with the City and maintain a One Thousand Dollar (\$1,000.00) cash bond for the performance of the terms of this Contract. Any deductions made by the City pursuant to the terms of this Contract shall be replaced by the Contractor within twenty (20) days. No interest shall be paid Contractor on this cash bond. In addition, the Contractor shall furnish to the City a Clean Irrevocable Letter of Credit in the sum of Fifty Thousand Dollars (\$50,000.00) for each year of this Contract, to insure faithful performance and intent of this Contract and the City shall make demand under the Letter Credit for the Contractor's failure to comply with the terms of said Contract. In the event such Letter of Credit shall be exhausted or not be renewed and the Contractor does not provide a replacement Clean Irrevocable Letter of Credit in like amount, Contractor shall be in breach of this Contract and the City may at its option terminate the same without waiver of its claim for damages caused by such breach and termination.

25. Liability Insurance

A. The Contractor shall be responsible for paying any and all State Industrial Insurance on persons collecting solid waste/garbage, recyclable or yard waste on their behalf.

B. In addition, the Contractor shall provide and maintain in full force and effect during the term of this Contract, a policy of commercial general liability insurance including premises liability, contractual liability, stop gap liability insurance, and automobile liability insurance, naming the City as a primary noncontributory additional named insured, providing for sixtwo (26) million dollars per occurrence for bodily injuries and/or death and property damage. Said

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coverage shall be provided by an insurer with a Best rating no less than A11 and authorized to do business in the State or Washington.

C. The Contractor shall furnish to the City a Certificate of Insurance certifying said insurance policy to be in full force and effect. The Certificate of Insurance shall contain a provision giving the City sixty (60) days advance notice of any change, cancellation or lapse of such policy.

26. Indemnification and Hold Harmless Agreement

A. Contractor shall indemnify and hold harmless the City, its officers, agents, servants, subcontractors, appointed and elected officials, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly, by reason of, or in connection with any negligent or intentional actions or omissions of Contractor, its officers, directors, owners, agents, servants, subcontractors, and employees in performing Contractor's collection services hereunder. Such indemnity shall not include claims to the extent they result from any negligent or intentional actions or omissions of the City, its officers, agents, servants, subcontractors, appointed and elected officials and employees. The Contractor specifically waives its immunity under Title 51 RCW for injuries to its employees, for the express purpose of indemnifying and holding harmless the City from liability for any action brought by the Contractor's own employees.

B. City shall indemnify and hold harmless the Contractor, its officers, directors, owners, agents, servants, subcontractors, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, loses costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly, by reason of, or in connection with any negligent or intentional actions or omissions of City, its officers, agents, servants, subcontractors, appointed and elected officials and employees. Such indemnity shall not include claims to the extent they result from any negligent or intentional actions or omissions of Contractors, its officers, directors, owners, agents, servants, subcontractors and employees.

C. In the event of any suit against any party indemnified under this Contract, the indemnifying party shall have the option to appear and defend such suit, and the indemnifying party shall be notified in a timely manner of suit. The indemnified party shall have the right to approve counsel chosen by the indemnifying party to litigate such suit which approval shall not be unreasonably withheld.

27. Damage to Property

If any City property is damaged as a result of the Contractor's negligence or intentional act, the Contractor shall repair or replace the same after being notified of the damage. If the Contractor fails to do so with seven (7) days, the City may cause repairs or replacement to be made and the cost of doing so may be deducted from the Contractor's performance bond.

28. Default

A. **"Contractor Defaults Involving Disposal"** If the Contractor is notified that it has violated the provisions of this Contract relating to the disposal of solid waste/garbage, medical/infectious waste, recyclables or yard waste, the Contractor shall, to the extent it disposed of such materials, immediately upon receipt of notice from the City, take steps to remedy the violation and to prevent further violations. Such action may include removing

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such solid waste/garbage, medical/infectious waste, recyclables or yard waste and disposing of it at an approved facility. The Contractor shall indemnify and hold the City harmless for the cost of (a) any clean-up of the disposal site, required pursuant to state or federal law, when the Contractor has disposed of solid waste/garbage, medical/infectious waste, recyclables or yard waste at such site in violation of this Contract and (b) the removal and/or disposal of any solid waste/garbage, medical/infectious waste, recyclables or yard waste disposed of by the Contractor in a location that is not authorized under this Contract.

B. “Other Contractor Defaults” The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition to any rights set out elsewhere in this Contract, the City reserves the right to declare the Contractor to be in default of this Contract if:

1. The Contractor fails to commence collection or fails to substantially perform required services under this Contract for more than five (5) business days after performance is due;
2. The Contractor fails to obtain and maintain any permit required by the City or any federal, state or other regulatory body in order to perform the services required under this Contract and as a result, the Contractor is prohibited from performing its obligations under this Contract; or
3. The Contractor’s noncompliance with this Contract creates a serious hazard to public health or safety.

In the event of default, other than a default described in subsections 1, 2 or 3, the City shall give the Contractor forty-five (45) calendar days prior written notice of its intent to exercise its rights under Section C, stating the reasons for such action. With respect to a default described in subsections 1, 2 or 3, the City shall give the Contractor 48 hours prior written notice of its intent to exercise its rights under Section C stating the reasons for such action. If the Contractor cures the default within the applicable cure period or if the Contractor initiates reasonable efforts to remedy the default and diligently pursues a cure to completion, the City shall not exercise its rights under Section C for the particular incident. If the Contractor fails to cure the default within the applicable cure period, or if the Contractor fails to commence and pursue a cure to completion to remedy the default, the City may, without impairing any of its rights hereunder, exercise its right under Section C.

C. “City Remedies” If the Contractor is in default under this Contract after any cure period, the City may pursue any or all of the following:

1. Terminate this Contract by written notice and order the Contractor to discontinue further service;
2. Be released from its obligations under this Contract and use any other method or person to perform those services;
3. Seek judicial remedy of specific performance; and
4. Pursue any other remedy available at law or equity.

D. “Contractor Right to Terminate” If the City fails to comply with this Contract and fails to cure such breach within 45 days after written notice thereof from the Contractor (or if the default cannot reasonably be cured within 45 days, then if the City fails to commence to cure the default within such 45 days and fails to diligently and in good faith continue to cure the default within a reasonable period thereafter), then the Contractor may, without impairing any other of its rights hereunder, terminate this Contract by written notice any time after such 45 day period (or extended period).

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E. “Right to Require Performance” The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

29. Permits and Fees

The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Contract.

30. Compliance with Laws

The Contractor agrees and covenants to comply with all provisions of Federal, State, County and City laws and ordinances effecting, directly or indirectly, the subject matter of this Contract.

31. Hauling and Disposal

A. Material collected in the City of Fircrest shall be disposed of in accordance with State, County and Local laws at a properly licensed and permitted disposal facility. The Contractor shall pay any and all disposal fees involved. The Contractor will hold the City harmless for any required landfill clean-up resulting from illegal disposal of solid wastes. Such clean-up costs shall include attorneys’ fees, court costs, and other related costs and fees. Recycling Commodity revenues, whether a credit or a charge, shall be applied to each of the Schedule A rates as indicated in Section 15.D of this Agreement.

B. Care shall be taken in the loading and transportation of solid waste/garbage, recyclables and yard waste so that any leaking or spilling is minimized. The Contractor shall immediately clean up any spills upon notice. The Contractor shall abide by all applicable rules and regulations that govern the solid waste disposal facility.

32. Audits and Record Keeping

Shall be in accordance with Fircrest Municipal Code 5.20.090.

33. Charge for Collection Services

The rates for services to be provided by the Contractor shall be as set forth in Schedule A as amended and attached hereto and incorporated herein by this reference. ~~Rates set forth in Schedule A include all applicable taxes. No other charges, fees or taxes will be charged to the customer or the City.~~ Rates for services are set forth in Fircrest Municipal Code 6.08.130, as amended.

34. Taxes

A. Utility Tax

The Contractor shall pay the City a garbage or refuse removal service Utility Tax in accordance with Fircrest Municipal Code Chapter 5.20, as amended. As of June 1, 1998, the tax is 8.5 percent of total gross billing revenue derived by the Contractor for services provided under this Contract.

B. Refuse Collection Tax

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The Contractor shall pay to the State of Washington a Refuse Collection Tax in accordance with R.C.W. 82.18, as amended.

C. Washington State Business and Occupation Tax

Washington State Business and Occupation Tax is included in the Base Rate as calculated in Schedule A as amended.

D. All taxes required to be paid by any state, federal or local law shall be in addition to the rates as set forth in Schedule A~~included in customer charges~~. No other charges, fees, or taxes, will be charged to the customer or the City.

35. Annual Rate Adjustment

A. The charge for collection services shall be adjusted annually, based upon the current rates listed in Schedule "A" as amended, less the current Disposal Fee Component, if any. The balance shall be the Adjustment Rate. The Adjustment Rate is then added to the Adjustment Rate plus times 10085% of the percent change, up or down, of the previous June to June Seattle Tacoma Bellevue All Urban Consumers (CPI-U) Consumer Price Index~~September to September West B-C Urban Wage Earners and Clerical Workers Consumer Price Index, then adding back the portion of each rate attributed to any disposal site fee change occurring after June 1, 1998 to arrive at the aAdjusted rRate. The Adjusted Rate is then added to the proposed Disposal Fee Component reflecting any proposed disposal rate adjustment, to arrive at the proposed Schedule "A" Rates effective the following March 1st. The Contractor shall be allowed to pass the disposal site fee on to customers based on the rate charged to dispose of solid waste/garbage at Pierce County Recycling, Composting, & Disposal, dba LRI. If a disposal site fee change is to occur on the effective date of the annual rate adjustment, the portion of each rate attributed to the disposal site fee change must be calculated as described in section 36 and Exhibit "B", and then added to the adjusted rate to arrive at the proposed Schedule "A" rates reflecting both the annual rate adjustment and the disposal site fee change. The annual rate adjustment shall occur March 1, 2022 and March 1 of each year thereafter. See Exhibit "XC" Rate Change Example.~~

— "Recycling Commodities Charge/Credit" The annual rate adjustment shall also include evaluation of the cost to the Contractor for recycling site fees (Recycling Commodities Charge/Credit). The Contractor shall be allowed to pass on the cost of recycling site fees as a commodities charge/credit to the customer per the calculation in Exhibit B,

B. -based upon the indicated 12 month's Recycling Commodities Revenues received (+/-) by the Contractor. When there is no cost to the Contractor for recycling site fees, no commodities charge shall be passed on to customers. When the Contractor is paid for delivering recyclables to recycling sites, the commodities charge shall become a commodities credit to customers per the same commodities charge calculation in Exhibit "A".B - Recycling Commodity Calculation. A Recycling Commodities charge/credit shall be applied to each rate in Schedule A as a percentage of Recycling Commodity sales revenue, divided by the total Customer Revenues for the same 12 month time period. Such Recycling Commodity Charge/Credit shall be listed as a line item on the customer billing statement. For calculating such charge/credit commencing with March 1, 2021 rates, the initial time period shall be November 1, 2018 through October 31, 2019 and shall be applied for twelve (12) months. Each subsequent Recycling Commodities Charge/Credit shall be calculated using the 12 month period following the one used in the previous calculation. The

Exhibit A

~~Recycling Commodities Charge/Credit shall be recalculated each subsequent year as a part of-, concurrent with, and consistent with the “Section 35. Annual Rate Adjustment” in this Agreement. See Exhibit “XC” Rate Change Example. The annual rate adjustment shall occur March 1, 2013 and March 1 of each year thereafter.~~

36. Disposal Fees

~~A. The Contractor shall be allowed to pass through to the customer any increase in disposal fees. The base rate for disposal fees shall be the rate charged to dispose of solid waste/garbage at Land Recovery set by Pierce County and effective on June 1, 1997. The Contractor shall provide the City with notice of any rate increase immediately upon the Contractor being notified by Land Recovery of an increase in disposal fees, but in any event not less than sixty (60) days prior to the date the increased fee shall be effective. If said sixty (60) day notice is not given then the rate increase shall not take effect until sixty (60) days from the date actual notice is given.~~

~~B. The methodology for calculating disposal fee increases is shown on Exhibit B.~~

367. Government Regulations Adjustment

During the term of this Contract, the Contractor shall be allowed to pass through to the customer any increased costs associated with their higher waste management duties required by Federal, State or Local regulations. The Contractor shall provide the City with notice of any such proposed rate increase immediately upon the Contractor being officially notified of an increase in such fees but in any event not less than sixty (60) days prior to the requested effective date of the proposed rate increase.

378. Reimbursement for Use of Tacoma Landfill

A. The Contractor will reimburse customers the difference between the non-resident and resident rate for their use of the City of Tacoma Landfill according to the City of Tacoma Ordinance 26176 Section 12, 09.140 with the exceptions listed below. Customers must always be prepared to show proof of residency in Fircrest and maintain an account with the Contractor. Customers may take their receipt to the Contractor’s office for an immediate cash refund during normal office hours stated herein, or may mail their receipt. Customers who mail their receipt will specify whether they want a credit to their account or reimbursement. The Contractor will issue reimbursements or post credit to customer account within ten (10) days from receipt of request.

B. Each household customer will receive a voucher allowing use of landfill four (4) times per year. Customers may not dispose of putrescible garbage, dangerous/hazardous or asbestos, or yard waste in this manner.

C. Contractor and City agree, prior to September 30, 1998, to discuss the possibility of the Contractor changing the location of the disposal site from the City of Tacoma to the Contractor’s site located at 2815 Rochester Street West, University Place, Washington. The City agrees to changing the location of this service upon the Contractor’s demonstrating that the service and fees at their site will be equivalent to those provided at the Tacoma facility at the time of the change.

389. Arbitration

Exhibit A

If any dispute shall arise during the term of this Contract between the Contractor and the City with respect to any ~~increase in pass through costs provided for provision~~ hereunder, such dispute shall be submitted to arbitration. In such event, either party may appoint an arbitrator and notify the other party of such appointment. The other party, in turn, shall within ten (10) days of such notification appoint an arbitrator. The two arbitrators so appointed shall then appoint a third arbitrator and the three arbitrators so appointed shall constitute a board of arbitration for the purpose of resolving such dispute ~~in determining the amount of increase, if any, of such pass through changes~~. The majority decision of the board shall be binding upon each party and each party agrees to be bound thereby.

3940. Enforcement of Agreement

If either party shall bring any action to interpret or enforce any provision of the Contract, including an arbitration proceeding, the losing party shall pay the successful party a reasonable sum for attorney fees, and costs actually incurred, including those related to any appeal.

401. Governing Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought under this Contract shall be in Pierce County, Washington.

412. Severability

If any term or provision of this Contract is, to any extent, held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

423. Assignment

A. Assignment; Subcontracting; Delegation of Duties. Except for subcontracting identified in this Agreement, the Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City. When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to complete fully and faithfully the work or responsibility undertaken or other security acceptable to the City.

B. Change in Control. Any change in control or the transfer of a controlling interest in the beneficial ownership of the Contractor shall constitute a default under the terms of this agreement, unless the City consents to that transfer. **“The transfer of a controlling interest of the Contractor”** shall include, but is not limited to, the transfer of 50% or more of the voting stock or the beneficial ownership of the Contractor to or from a single entity, unless the City, at the Contractor’s request, approves that transfer in writing. However, intracompany transfers, such as transfers between different subsidiaries or branches of the

Exhibit A

parent corporation of the Contractor, or transfers to corporations, limited partnerships or any other entity owned or controlled by the Contractor as of the date of this Agreement, shall not be construed as the transfer of a controlling interest in the Contractor. If the City determines that the new ownership can adequately and faithfully render the service required in this Agreement for the remainder of the agreement term and has the same commitment to the community as does the Contractor, the City may elect to execute a novation, allowing the new ownership to assume the rights and duties of this agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims related to this agreement. The term “**transfer**” includes a sale, merger, or change in ownership by operation of law, the issuance of new shares or conversion of shares without voting rights to voting shares. “**Voting Stock**” means the shares entitled to vote for election of the directors of the contractor. Notwithstanding the requirements above in this Section 43, the Contractor shall have the right to transfer interest in the beneficial ownership of the Contractor and/or to assign this agreement without City consent so long as the Contractor (and/or its transferee or assignee) remains controlled 50% or more, directly or indirectly, by Westside Disposal, Inc. For purposes of this Section 43.B, “**Control by Westside Disposal, Inc.**” means control directly or indirectly by any or all of:

1. Those natural persons who currently control Westside Disposal, Inc.;
2. Spouses or surviving spouses of those persons described in 43.B.1;
3. Lineal descendants of those persons described in subsection 43.B.1 (adopted children shall be deemed lineal descendants for purposes of this section);
4. A trust, estate, corporation, limited partnership, limited liability company, voting trust, or other entity controlled by, or the beneficiaries, shareholders, or members of which are persons described in 43.B.1, 2, or 3 above.
5. Corporate trustee designated to act in a fiduciary capacity for the estate or trust of any of the persons described in 43.B.1, 2 or 3 above.

C. Binding effect. This agreement shall be binding on any and all successors or assignees of the Contractor or the City, in accordance with this Section 43.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

By:

By:

City Manager
ATTEST:

Contractor
ATTEST:

City Clerk

Secretary

Exhibit A

APPROVED AS TO FORM:

City Attorney

City of Fircrest - Westside Disposal, Inc. Contract

Exhibit B - Recycling Commodity Charge/credit Calculation Example for Section 35.B

Line	Description	Formula	Amount
A	Annual Base Rate customer revenues*		\$ 100,000.00
B	Annual recycling commodity revenues**		\$ (10,000.00)
C	Recycling Commodity Charge/credit percentage ***	(B/A)	<u><u>-10.00%</u></u>

* This amount does not include Fircrest Utility Tax or Washington State Refuse Collection Tax.

* ** Both A and B shall be from the same 12 month time period as specified in Section 35.C

*** The percentage calculated shall be charged/credited for 12 months on all Contract Schedule A Rates beginning March 1, 2021.

*** The percentage shall be recalculated each year and become effective each subsequent March 1 of the contract term.

*** A negative percentage will indicate a charge, a positive percentage will indicate a credit, either of which will be shown as a line item on customer bills.

City of Fircrest - Westside Disposal, Inc. Contract

Exhibit C - Annual Rate Adjustment Example for Section 35. A

Annual Rate Adjustments: CPI adjustments and Disposal Fee adjustments are expected to occur March 1 of each year during the Contract term. To calculate the following year's Schedule A rate, the current year Schedule A Rate is used as the basis. To calculate the CPI adjustment, the current year Disposal Fee Component based on the monthly garbage weight, if any, shown, is deducted, the balance of which is the Adjustment Rate and the basis amount for calculating the CPI increase. To calculate the CPI increase, the Adjustment Rate is multiplied times the change in the CPI x 100%. That amount is added to the adjustment Rate, the total of which becomes the Adjusted Rate. The Adjusted Rate is then added to the following year Disposal Fee Component based upon the monthly garbage weight, if any, shown, the total of which is the following year Schedule A Rate. This example shows a Washington State B&O Tax rate change during the 1st year only. See hypothetical example below.

Line Description	Formula	2021	2022	2023	2024	2025	2026	2027	2028	2029
A Prior Year Schedule A Rate		\$ 20.00	\$ 21.09	\$ 21.58	\$ 22.08	\$ 22.59	\$ 23.10	\$ 23.63	\$ 24.16	\$ 24.70
Subtract Current Year Disposal Fee Component										
B Disposal weight - pounds per month		50	50	50	50	50	50	50	50	50
C Disposal weight as a percent of a ton	(B/2000)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
D LRI Disposal fee per ton		\$100.00	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00
E LRI Disposal fee	-(C x D)	\$ (2,500)	\$ (2,750)	\$ (2,875)	\$ (3,000)	\$ (3,125)	\$ (3,250)	\$ (3,375)	\$ (3,500)	\$ (3,625)
F Washington State B & O Tax		2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
G Effect of Wa. State B & O Tax	(F*(1-F))	2.041%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%
H Washington State B & O Tax Amount	(E x G)	\$ (0.051)	\$ (0.071)	\$ (0.074)	\$ (0.077)	\$ (0.080)	\$ (0.083)	\$ (0.087)	\$ (0.090)	\$ (0.093)
I Adjustment Rate	(A+E+H)	\$ 17.449	\$ 18.265	\$ 18.630	\$ 19.003	\$ 19.383	\$ 19.770	\$ 20.166	\$ 20.569	\$ 20.980
Add for CPI Adjustment										
J CPI-U Seattle Tacoma Bellevue All Urban Consumers Index, June - June		3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
K Percentage of CPI allowed		100%	100%	100%	100%	100%	100%	100%	100%	100%
L CPI Adjustment Amount	(I x J x K)	\$ 0.523	\$ 0.365	\$ 0.373	\$ 0.380	\$ 0.388	\$ 0.395	\$ 0.403	\$ 0.411	\$ 0.420
Washington State B&O Tax Rate Change										
M Current Year Washington State B&O Tax Rate		2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
N Following Washington State B&O Tax Rate		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
O Effect of Wa. State B&O Tax Rate Change	(N-M)/(1-N)	0.513%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
P Washington State B&O tax change amount	(O x (H+L))	\$ 0.092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Q Adjusted Rate	(I + L + P)	\$ 18.065	\$ 18.630	\$ 19.003	\$ 19.383	\$ 19.770	\$ 20.166	\$ 20.569	\$ 20.980	\$ 21.400
Add following year Disposal Fee Component										
R Disposal weight - pounds per month		50	50	50	50	50	50	50	50	50
S Disposal weight as a percent of a ton	(R/2000)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
T LRI Disposal fee per ton		\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
U LRI Disposal fee	(S x T)	\$ 2,750	\$ 2,875	\$ 3,000	\$ 3,125	\$ 3,250	\$ 3,375	\$ 3,500	\$ 3,625	\$ 3,750
V Washington State B & O Tax		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
W Effect of Wa. State B & O Tax	(V/(1-V))	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%
X Washington State B & O Tax Amount	(U x W)	\$ 0.071	\$ 0.074	\$ 0.077	\$ 0.080	\$ 0.083	\$ 0.087	\$ 0.090	\$ 0.093	\$ 0.096
Y Section 36 - Government Regulation Adjustment		\$ 0.200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Z Following year Schedule A Rate	(Q + U + X + Y)	\$ 21.09	\$ 21.58	\$ 22.08	\$ 22.59	\$ 23.10	\$ 23.63	\$ 24.16	\$ 24.70	\$ 25.25

**CITY OF FIRCREST
CONTRACT FOR GARBAGE, RECYCLABLES AND
YARD WASTE COLLECTION**

1. Date and Parties

This Contract is made and executed the 1st day of **June 1998** and is entered by and between the City of Fircrest, a municipal corporation, hereinafter referred to as the “City” and Westside Disposal, Inc., a Washington Corporation, hereinafter referred to as the “Contractor”, ; WITNESSETH:

2. Purpose

The purpose of this Contract is to provide for the collection of solid waste/garbage, recyclables, yard waste and medical infectious waste throughout the City. The Contractor does hereby agree to provide said services for the City and its citizens and arrange for the disposal or recycling of such solid waste/garbage, recyclables and yard waste upon the terms and conditions set forth herein.

3. Term

The City and the Contractor do mutually agree to honor the agreements and the commitments contained herein for the period of thirty-two (32) years commencing June 1, 1998 and terminating May 31, 2030.

A. Optional Term - An optional term of eight (8) additional years shall, upon mutual agreement of the Parties, be added to the term as set forth above in this section, which termination date shall then be May 31, 2038. The Parties shall initially meet prior to January 1, 2027 to discuss such optional term.

4. Relationship of Parties

The City and The Contractor intend that an independent City/Contractor relationship be created by this Contract. Responsibility for the implementation of services lies solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

5. Contact Persons

The contact person for the City shall be the City Manager or his or her designee, 115 Ramsdell Street, Fircrest, Washington 98466, (253) 564-8901. The contact person for Westside Disposal Inc. shall be Roger Gruener, General Manager, 2815 Rochester Street, University Place, Washington 98466, (253)-564-3212.

6. Rights for Collection

The Contractor shall have the exclusive right to collect all solid waste/garbage, recyclables and yard waste within the City. Contractor shall collect yard waste only in a toter(s) provided

by the Contractor. The Contractor shall have the right to subcontract for the collection and disposal of medical infectious waste and drop boxes. These provisions shall be subject to the rights of third parties in annexed areas and those rights shall not be abridged by this agreement. Nothing in this agreement shall abridge the rights of commercial and industrial generators of recycling material from exercising their rights under RCW 35.21.158 to arrange for the collection of such material with third parties or the Contractor. Tacoma Public School No. 10 shall be exempt from the provisions of this Contract.

7. Service Requirements

The City Shall at all times have in full force and effect an ordinance requiring all residential and commercial establishments with the City to utilize the Contractor's solid waste/garbage collection service; provided, however the City may, in its discretion, and upon a showing of exceptional circumstances (regarding the vacancy or absence of residents/tenants for more than thirty (30) days) allow for an exception to the mandatory service requirement upon written application of any business or resident. Resident must state dates of vacancy and when they will return. This shall in no way be construed to prevent disposing of solid waste/garbage in addition to utilization of mandatory refuse collection. Commercial businesses handling fresh or frozen foods and/or produce shall have a minimum of weekly service. Service to apartments and condominium complexes must be paid for by the owner or association and shall have weekly container service.

8. Education and Promotion

In an effort to promote recycling under the Contract, the Contractor shall provide promotional, educational and advertising material to all customers a minimum of twice a year. All notices, announcements, educational and promotional material will be approved by the City prior to mailing or publishing online. The Contractor will provide all material to the City at least fourteen (14) days in advance of the date of mailing or publishing. The City will respond back to the Contractor with any changes or approval within seven (7) days from the date received.

9. Definitions of Terms

A. "Can" means a 32 gallon receptacle, not to exceed 45 pounds at time of pick up, provided by the customer, made of durable, corrosion-resistant, nonabsorbent material, watertight with close-fitting cover and two graspable handles. No can shall weigh more than 12 pounds empty. A can may only be used for occasional extra garbage and must have an "extra tag" affixed to it for pickup.

B. "Bag" shall mean a 32 gallon plastic bag durable enough to be lifted without breaking, not to exceed 40 pounds at time of pick up, provided by the customer. A bag may only be used for occasional extra garbage and must have an "extra tag" affixed to it for pickup.

C. "Curbside" shall mean at the curb or up to five (5) feet from the edge of the drivable portion of the road or alley, or as required by Contractor for service. "Curbside" may also be referred to as "curb."

D. "Packout" shall mean a carryout service per can from a distance greater than five (5) feet from the edge of the drivable portion of the road or alley. "Packout" may also be referred to as "off curb."

E. “Drive-in” shall mean the action of the vehicle leaving the public road to provide service. “Drive-in” may also be referred to as “off curb.”

F. “Medical Infectious Waste” shall include, but not be limited to, contaminated sharps, human blood and blood products, cultures and stocks of infectious agents and associated biological matter.

G. “Recyclables” for curbside collection shall include newspapers, mixed waste paper, cardboard, aluminum cans, tin cans, plastic bottles, and such other materials from time to time as shall be mutually agreeable to both parties to add to or remove from the program. Glass shall be taken by the customer to a drop-off recycling center at the Contractor’s office or such other appropriate recycling center.

H. “Toter” shall mean a wheeled plastic cart that has the capacity of 12, 24, 48, 64 and 96 gallons. The maximum weight capacity is equal to two pounds per gallon. Toters are provided by the Contractor, dumped mechanically, and are used for garbage collection (12 through 96-gallon) curbside recycling (64 and 96-gallon), multi-family recycling and yard waste recycling (64 and 96-gallon). Customer shall place toter where directed for automated collection. A toter may also be referred to as a cart or a roll cart.

I. “Rear Load Container” shall mean a detachable metal container with the size of one, one and one half or two cubic yards used for the collection and disposal of solid waste/garbage, attached by hand at the rear of the truck and dumped mechanically. This container is intended to be placed on a hard, level surface. Such container whose contents weigh more than 250 lbs. per cubic yard of volume, at the time of pickup shall be considered overweight and subject to the overweight pickup fee.

J. “Front Load Container” shall mean a detachable metal container of various cubic yard sizes, which is loaded directly by the truck by driving straight into the unit with the front-loading forks. Such container whose contents weigh more than 250 lbs. per cubic yard of volume, at the time of pickup shall be considered overweight and subject to the overweight pickup fee.

K. “Drop Box” means a large-volume (13 cubic yards or greater) detachable container that can be pulled onto a collection vehicle mechanically and transported to a disposal site.

L. “Solid Waste/Garbage” shall mean all putrescible and non-putrescible solid and semi solid wastes, including but not limited to, rubbish, ashes, demolition and construction waste, animal and vegetable waste. Solid waste/garbage does not include: sludge and septage; dangerous, hazardous, or medical infectious waste; automobile batteries; abandoned vehicles or large auto parts; large appliances; and rubber tires. Unless indicated otherwise, all solid waste collection services shall be for non-compacted material.

M. “Glass” shall mean all jars and bottles of any color. Plate glass, window glass, mirrors, light bulbs, ceramics or glass kitchen cookware are not included.

N. “Aluminum Cans” shall mean used beverage and food containers free of contents.

O. “Tin Cans” shall mean cans and containers composed of tin plated steel, or bi-metals. Aerosol cans, coat hangers or other scrap metals are not included.

P. “Mixed Paper” shall mean magazines, junk mail, cereal boxes and cardboard. Mixed paper shall not include tissue, paper towels, paper plates, plastics and any other food contaminated paper products.

Q. “Newspaper” shall include only newspaper and catalogs made of newsprint. All other paper is mixed paper.

R. “Yard Waste” shall mean grass and vegetative material, which occurs naturally and is grown on residential or commercial property or is included in the landscaping of such property. The term also includes Christmas trees that are free of any decoration and flocking. The term does not include rocks, sod, gravel, dirt and sand. In addition, branches larger than four (4) inches in diameter and stumps are not included.

S. “Subcontractor” shall mean any entity with whom the Contractor has an agreement to perform medical infectious waste and drop box service, as provided for in this Contract.

T. “Extra Tag” shall mean a tag that shall be affixed to any occasional extra solid waste/garbage “can” or “bag”, in addition to the customers subscribed garbage service.

U. “Contractor” means any person, firm, partnership, association, institution or corporation who has contracted with the City for the collection, handling and transportation of all or part of Fircrest’s solid waste, which includes garbage, recyclables and yard waste within the City.

V. “Person” means every person, firm, partnership, association, institution or corporation in the City accumulating garbage, yard waste or recyclables requiring collection; the term also means the occupant and/or the owner of each residential or commercial unit.

W. “Multi-Family Recycling Charge” listed in FMC 6.08.130 applies to each dwelling unit per apartment complex. The charge is assessed even if the property owner/manager requests no service and applies to all units whether occupied or not..

X. “Compacted Containers” shall mean a customer-owned container that compacts the solid waste by mechanical means, that is between 1 and 6 cubic yards in volume and shall be designed for pickup by a front load collection vehicle. Charges for such compacted containers shall be calculated by using the same volume as the non-compacted container rate with weekly pickup as the basis, then multiply that amount times the manufacturer’s stated compaction ratio, then multiply that amount times 88%. Multiply that amount times the number of pickups per week if more than one pickup is requested. If a customer mechanically compacts the solid waste either prior to or after being placed into the Company-owned container, the Compacted Containers rate formula shall apply at a 3:1 compaction ration.

10. Preparation of Recyclables and Yard Waste

All recyclable material and yard waste must be free of contaminants. If any recyclables contain contaminants, such as solid waste/garbage, prohibited items, etc., the Contractor may elect not to pick it up. In the event that recyclables are not collected, the customer shall be notified, by the hauler, of the condition so that the problem can be corrected. In the event the contaminants do not show up until the bin or toter has already been dumped the Contractor may remove contaminants and the contaminants will be left with the toter or bin and the customer will be notified of the condition so that the problem can be corrected. Time rates may apply. In the event this problem repeats itself the City will be notified and the recycling or yard waste service may be discontinued with City approval.

A. “Glass” shall not be included with the other recyclables for collection, but shall be taken by the customer to a glass recycling drop-off receptable at the Contractor’s office, or such other appropriate recycling center.

B. The following materials when prepared as described below shall be placed “commingled” into the recycling toter provided for collection. All recyclables must be inside recycling toter for collection.

1. Cardboard – Corrugated Cardboard and kraft paper including unbleached, unwaxed paper with a ruffled “corrugated” inner liner. Multi-family or commercial locations shall use the designated cardboard container for cardboard when available.
2. Metal cans – tin-coated steel cans and aluminum cans are acceptable when they are free of contents. Tin cans must be rinsed out.
3. Mixed Waste paper – clean and dry paper, including: glossy papers, magazines, catalogs, phone books, cards, laser-printed white ledger paper, envelopes, paper with adhesive labels, paper bags, non-metallic wrapping paper, packing paper and chipboard, such as cereal and shoe boxes. Food contaminated paper shall not be accepted.
4. Newspapers – printed groundwood newsprint, including glossy advertisements and supplemental magazines that are delivered with the newspaper.
5. Plastic Bottles, Tubs & Buckets–
 - a. Plastic bottles that have a neck narrower than the base are acceptable when free of contents and rinsed. Lids must be removed and discarded. Examples of these are: soda, liquor, juice, milk, detergent and water bottles. Bottles containing oils, solvents, automotive fluids or other such contaminants are not acceptable.
 - b. Plastic tubs and buckets with the opening wider than the base are acceptable when they are free of contents and rinsed. The lids may be included for recycling. Examples of these are:
 - i. Tubs: Margarine, yogurt, sour cream;
 - ii. Buckets: detergent, kitty litter.
 Tubs or buckets containing oils, solvents, automotive fluids or other such contaminants are not acceptable.

C. “Yard Waste” The yard waste toter(s) shall be placed at the curb on collection day. All yard waste must be placed inside the yard waste toter for collection. Single family and multi-family customers using garbage toters are eligible to request and receive a quantity of up to three (3) yard waste toter(s) at no additional charge, provided that each yard waste toter requested in excess of the first three (3) shall be charged as listed in Schedule “A” as amended. Such requested toters shall remain with the subscriber for no less than a six (6) month period of time.

11. Contractor’s Office

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests or instructions from the City. This office shall be in operation between hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except the holidays recognized under this Contract.

12. Contractor’s Employees

A. The Contractor shall require all employees to be courteous at all times; not to use loud or profane language and to do their work as quietly as possible.

B. Employees in collecting solid waste/garbage, recyclable and yard waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans, recyclable containers and yard waste toters. They shall also replace all receptacles and covers and close all gates opened by them.

C. Employees shall not trespass or loiter; nor shall employees enter private property other than from right-of-way or alley.

D. All employees shall be competent and skilled in the performance of the work to which they may be assigned.

13. Collection Times

Collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. No collection shall be made on Sundays. All collections shall be made as quietly as possible. Route and schedule data shall be provided to the City by the Contractor. Thirty (30) days advance notice shall be given to the City for any route and schedule changes. The Contractor may observe Thanksgiving Day, Christmas Day, and New Year's Day as the only recognized holidays in each year of this Contract. Service for the balance of the week following these holidays will be provided no more than one working day later than normally scheduled. Westside will provide advance notice to all customers of altered service resulting from the observations of these holidays.

14. Service Area

The service area shall be the same as the area located within the corporate limits of the City.

15. Collection Operations

A. The Contractor shall provide collection of garbage/solid waste no less than once a week except the 24, 48 and 64 gallon garbage toters, with every other week pickup. Commercial establishments shall be serviced more than once per week when the customer requests.

B. The Contractor shall provide curbside collection of the recyclables on a bi-weekly schedule year round on the same day as regular garbage collection service. Collection shall be provided to all single-family and multi-family residences and to those commercial establishments that have requested this service. Single family and multi-family residences utilizing Garbage Toter service are eligible for one (1) Recycling Toter at no additional charge. Each additional recycling toter shall be charged at the rate listed in Schedule A, as amended. The additional Recycling Toter charge shall not apply to accounts subject to the Multi-family Recycling charge.

C. The Contractor shall provide curbside collection of the yard waste material on a bi-weekly schedule year round on the same day as regular garbage collection service. Collection will be provided to all single-family, multi-family and commercial establishments with regular garbage toter collection service.

D. The Contractor becomes the owner of the recyclables following collection and can market or dispose of them in any manner selected by the Contractor. Recyclables which are collected by the Contractor shall not be disposed of in a landfill or municipal composting facility unless the Contractor has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical way to handle them.

E. The Contractor becomes the owner of solid waste/garbage following collection with sole authority and discretion to determine its disposition, provided that it shall be disposed at a permitted solid waste disposal facility.

F. The Contractor becomes the owner of yard waste following collection and will deliver the yard waste to a fully licensed compost site or, if there is no such site, a landfill.

G. Each tagged item must conform to the weight/size limitations defined herein. Each tag must be complete with the customer's name and address. The customer will then be billed for this extra solid waste/garbage after it has been collected. Extra solid waste/garbage that does not have this tag affixed will not be taken.

16. Municipal Collections

The Contractor shall make collections at all City parks, the Public Safety Building, the City Hall, the Community Center, the Public Works Facility and other City owned and/or leased buildings as directed by the City manager, without charge to the City. There will be a charge for removal of demolition/construction debris.

17. Special Collections

A. Adequate provisions shall be made by the Contractor to provide special collections when solid waste/garbage, recyclables or yard waste have not been collected during the regularly scheduled trip as a result of the Contractor's inadvertence or neglect in picking up the same. Customer shall notify the Contractor of missed collection within two (2) working days. Special pick-ups for such missed collections shall be made by the Contractor within one (1) working day after notification by the customer or being ordered by the City at no additional cost to the City or the Customer.

B. Pick-ups for missed or special collections required through no fault of the Contractor shall be made by the Contractor by the end of the following business day after notification. A return trip charge shall be assessed according to the rates on Schedule A.

18. Billing

A. The Contractor shall have full responsibility for billing and collecting all fees relating to the collection, transportation and disposal of solid waste/garbage, medical/infectious waste, recyclables and yard waste under this Contract. Payments on garbage service accounts shall be made at the offices of the Contractor as indicated on the statement or as otherwise directed by City Ordinance. Pursuant to the provisions hereof, and FMC 6.08.110, and subject to the specific exceptions thereto, the charges for garbage service shall be billed monthly for commercial customers and every other month for residential customers by the Contractor to the owner of record, or purchaser of record, of the serviced property, who shall be responsible for the payment thereof as provided by City Ordinance. It shall be the duty of each owner or purchaser of said serviced property to maintain said charges in a current paid condition. Charges on garbage service accounts shall be paid by the owner or tenant, on or before the 10th day of the month following date of billing and, if not paid, shall become delinquent after the 15th day of that month. Any customer who has not remitted payments within forty-five (45) days after the date of billing may be notified by the Contractor that service may be discontinued fifteen (15) days after the date of notice if payment is not made before that time. The Contractor shall give customers notice of a right to a hearing of disputed bills before a designated City official, and if a customer requests such hearing before the end of the fifteen (15) day period, service shall not be discontinued until the dismissal or conclusion of the hearing. The City official, in his/her reasonable discretion, may determine the date and time for the hearing during the City's regular business hours, and the hearing procedures. If the hearing officer shall find in favor of the Contractor regarding such disputed billing and payment is not made within

five (5) days following the conclusion of the hearing, the Contractor may discontinue service for such customer with the understanding that billing charges will continue to accrue even though service has been discontinued. Upon payment of the delinquent fees, the Contractor shall resume collection on the next regular scheduled collection day.

- B. If a garbage service account goes delinquent, the Contractor shall have the right as allowed under the laws of the State of Washington to place a lien(s) on the serviced property of such account. The lien amount(s) shall include lien placement and lien release charges related to such serviced property liens.
- C. Service may be suspended for non-payment of the garbage collection account and billings, however, such suspension shall not relieve the person owing such account of the duty of complying with the provisions of FMC 6.08.110, other applicable City ordinances and of this contract.
- D. In addition to the other remedies available to the Contractor for collection of its charges and enforcement of its lien for non-payment of services, there shall be a penalty charged on the unpaid balance of delinquent accounts at the rate of one and one-half percent per month, or the "Late Payment Fee Minimum" shown on Schedule "A", as amended, whichever is greater, which penalty shall accrue the date that the billing becomes delinquent, until the total of said charges, penalty and lien costs have been paid in full. In the event of suit by the Contractor to collect said charges, penalty and lien costs, the court shall award the Contractor its reasonable attorney's fees and costs incurred thereby.
- E. The Contractor shall provide a rate discount of at least 20% to single-family and multi-family customers who utilize Garbage Toter service, and who have been certified eligible for a low-income person discount by Tacoma Power. Customers who have been certified eligible by Tacoma Power for a low-income person discount must provide the Contractor evidence that they are receiving such a discount from Tacoma Power. The discount rate will begin the first day of the current billing cycle in which the aforementioned evidence is received by the Contractor. During the month of January of each year, in order to continue to receive the rate discount in the ensuing year, any person receiving a discount from the Contractor, as a low-income person, shall provide evidence to the Contractor that they are still receiving a low-income person discount from Tacoma Power.

19. Service to New Customers

The Contractor shall provide service to new customers within one (1) week after receipt of a request to do so. If the Contractor is unable to provide the container in the size ordered by the customer within the one (1) week, then the Contractor may temporarily provide the customer with any size container, provided, however, the service provided to the customer and the rate charges shall be equivalent to the service and rate for the requested container.

20. Equipment and Maintenance

A. The Contractor shall furnish all vehicles, which shall be specifically designed for collection and hauling of solid waste/garbage, recyclables or yard waste. Each vehicle shall have a tight metal body designed so as to prevent the scattering of materials when driven over the streets, alleys and highways.

B. Collection vehicles shall be kept in good repair and appearance and sanitary condition at all times. Each vehicle shall have the Contractor's or Subcontractor's name and phone number

and vehicle identification number clearly visible on the truck. No advertising without prior City approval shall be permitted on the vehicles.

C. Any equipment found not to comply with the above standards shall be taken out of service and brought into compliance with the standards before being placed back in City service.

21. Special Events

- A. Spring and Fall Cleanups – The Contractor shall provide drop off facilities at their location to provide the single-family and multi-family resident (no commercial customers or commercial vehicles allowed) of the City the ability to bring any junk, debris, trash, furniture, appliances, etc., with the exception of any hazardous or putrescible waste. The waste must originate from their personal residence within the City. Customers shall make every attempt to have all recyclables and yard waste separate from other items. Customers must be prepared to show some kind of photo identification to show proof of residency in Firecrest. This will occur on Saturdays with hours of 8:00 a.m. to 4:00 p.m. This shall be done on a weekend in April and October of each year. Notification of the dates and times of the cleanup will be mailed and/or published on social media or online for the customers no later than 14 days in advance of the dates of the cleanup. Vehicles shall not exceed the size of a standard pickup truck and materials shall not exceed the height of the cab.
- B. Bulky Waste Collection – The Contractor shall provide to single-family residents the opportunity to request up to 2 times per calendar year curbside pickup of certain bulky items. Requests will be scheduled on a first come, first served basis. There shall be 12 pickups scheduled per week. If more requests than 12 are made, the number in excess of 12 will be scheduled for the following week. The customer must place the item(s) at the curb in such a way as to allow the collection vehicle to have immediate access to the item(s) for pickup. The bulky waste collection shall be offered at no additional cost.

Bulky Waste Item Criteria & Specifications:

5 item limit per pickup.

No single item may weigh more than 300 lbs.

No item may be larger than 4 feet by 8 feet by 3 feet.

All items for pickup must be empty.

No item shall contain liquids, putrescible material or hazardous materials, such as: gasoline, oil, asbestos, chemicals, etc.

Items must be from personal residence only, business or commercial items not accepted.

Eligible bulky waste includes the following:

Appliances – clothes washers and dryers, cooking stoves and ranges, microwave ovens, water heaters, refrigerators, freezers, and air conditioners.

All appliances must be empty. Doors are not to be removed; however, freezers and refrigerators must be securely closed and well duct-taped shut.

Carpet/Carpet Padding – Carpet must be in rolls no longer than six (6) feet in length and no wider than one (1) foot in diameter. Carpet padding must be rolled separately. Each roll must be tied or taped at each end. All carpet and padding must be kept dry for pickup.

Furniture – beds, mattresses, box springs, dressers, tables, chairs, couch, trunks, etc.

Exercise Equipment – treadmills, bicycles, exercise bike, weight bench, etc.

Yard Equipment – mowers, edgers, trimmers (must be emptied of oil and fuel prior to pickup), lawn furniture.

Items Not Eligible:

Electronics, home improvement items, riding mowers, automotive parts, water sport or power sport vehicles, trailers, etc.

22. Disabled Service

The Contractor shall provide carry-out service to all customers who provide written documentation of their physical inability to deposit the solid waste/garbage, recyclables and yard waste at the curb and the absence of any other able bodied household resident. The Contractor shall provide such carry-out service at the curb rate.

23. Force Majeure

Neither the City nor the Contractor will be liable for failure to perform its obligations under this Contract and such failure shall not be a default under this Contract when the failure is due to fire, flood, storms, epidemics, earthquakes, volcanic eruptions, war, riot, insurrection, governmental restraints, labor disturbances against entities other than the Contractor, unavailability of a disposal site or any other causes of any nature that could not be controlled or prevented by the party failing to perform which make this Contract impossible to perform. In any case, the party claiming the benefit of this provision shall use diligence to remove such causes and to resume performance under this Contract as soon as is feasible.

24. Performance Bond

Contractor shall post with the City and maintain a One Thousand Dollar (\$1,000.00) cash bond for the performance of the terms of this Contract. Any deductions made by the City pursuant to the terms of this Contract shall be replaced by the Contractor within twenty (20) days. No interest shall be paid Contractor on this cash bond. In addition, the Contractor shall furnish to the City a Clean Irrevocable Letter of Credit in the sum of Fifty Thousand Dollars (\$50,000.00) for each year of this Contract, to insure faithful performance and intent of this Contract and the City shall make demand under the Letter Credit for the Contractor's failure to comply with the terms of said Contract. In the event such Letter of Credit shall be exhausted or not be renewed and the Contractor does not provide a replacement Clean Irrevocable Letter of Credit in like amount, Contractor shall be in breach of this Contract and the City may at its option terminate the same without waiver of its claim for damages caused by such breach and termination.

25. Liability Insurance

A. The Contractor shall be responsible for paying any and all State Industrial Insurance on persons collecting solid waste/garbage, recyclable or yard waste on their behalf.

B. In addition, the Contractor shall provide and maintain in full force and effect during the term of this Contract, a policy of commercial general liability insurance including premises liability, contractual liability, stop gap liability insurance, and automobile liability insurance, naming the City as a primary noncontributory additional named insured, providing for six (6) million dollars per occurrence for bodily injuries and/or death and property damage. Said

coverage shall be provided by an insurer with a Best rating no less than A11 and authorized to do business in the State or Washington.

C. The Contractor shall furnish to the City a Certificate of Insurance certifying said insurance policy to be in full force and effect. The Certificate of Insurance shall contain a provision giving the City sixty (60) days advance notice of any change, cancellation or lapse of such policy.

26. Indemnification and Hold Harmless Agreement

A. Contractor shall indemnify and hold harmless the City, its officers, agents, servants, subcontractors, appointed and elected officials, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly, by reason of, or in connection with any negligent or intentional actions or omissions of Contractor, its officers, directors, owners, agents, servants, subcontractors, and employees in performing Contractor's collection services hereunder. Such indemnity shall not include claims to the extent they result from any negligent or intentional actions or omissions of the City, its officers, agents, servants, subcontractors, appointed and elected officials and employees. The Contractor specifically waives its immunity under Title 51 RCW for injuries to its employees, for the express purpose of indemnifying and holding harmless the City from liability for any action brought by the Contractor's own employees.

B. City shall indemnify and hold harmless the Contractor, its officers, directors, owners, agents, servants, subcontractors, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, loses costs, or expenses, including reasonable attorney fees and costs, occurring directly or indirectly, by reason of, or in connection with any negligent or intentional actions or omissions of City, its officers, agents, servants, subcontractors, appointed and elected officials and employees. Such indemnity shall not include claims to the extent they result from any negligent or intentional actions or omissions of Contractors, its officers, directors, owners, agents, servants, subcontractors and employees.

C. In the event of any suit against any party indemnified under this Contract, the indemnifying party shall have the option to appear and defend such suit, and the indemnifying party shall be notified in a timely manner of suit. The indemnified party shall have the right to approve counsel chosen by the indemnifying party to litigate such suit which approval shall not be unreasonably withheld.

27. Damage to Property

If any City property is damaged as a result of the Contractor's negligence or intentional act, the Contractor shall repair or replace the same after being notified of the damage. If the Contractor fails to do so with seven (7) days, the City may cause repairs or replacement to be made and the cost of doing so may be deducted from the Contractor's performance bond.

28. Default

A. **"Contractor Defaults Involving Disposal"** If the Contractor is notified that it has violated the provisions of this Contract relating to the disposal of solid waste/garbage, medical/infectious waste, recyclables or yard waste, the Contractor shall, to the extent it disposed of such materials, immediately upon receipt of notice from the City, take steps to remedy the violation and to prevent further violations. Such action may include removing

such solid waste/garbage, medical/infectious waste, recyclables or yard waste and disposing of it at an approved facility. The Contractor shall indemnify and hold the City harmless for the cost of (a) any clean-up of the disposal site, required pursuant to state or federal law, when the Contractor has disposed of solid waste/garbage, medical/infectious waste, recyclables or yard waste at such site in violation of this Contract and (b) the removal and/or disposal of any solid waste/garbage, medical/infectious waste, recyclables or yard waste disposed of by the Contractor in a location that is not authorized under this Contract.

B. “Other Contractor Defaults” The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition to any rights set out elsewhere in this Contract, the City reserves the right to declare the Contractor to be in default of this Contract if:

1. The Contractor fails to commence collection or fails to substantially perform required services under this Contract for more than five (5) business days after performance is due;
2. The Contractor fails to obtain and maintain any permit required by the City or any federal, state or other regulatory body in order to perform the services required under this Contract and as a result, the Contractor is prohibited from performing its obligations under this Contract; or
3. The Contractor’s noncompliance with this Contract creates a serious hazard to public health or safety.

In the event of default, other than a default described in subsections 1, 2 or 3, the City shall give the Contractor forty-five (45) calendar days prior written notice of its intent to exercise its rights under Section C, stating the reasons for such action. With respect to a default described in subsections 1, 2 or 3, the City shall give the Contractor 48 hours prior written notice of its intent to exercise its rights under Section C stating the reasons for such action. If the Contractor cures the default within the applicable cure period or if the Contractor initiates reasonable efforts to remedy the default and diligently pursues a cure to completion, the City shall not exercise its rights under Section C for the particular incident. If the Contractor fails to cure the default within the applicable cure period, or if the Contractor fails to commence and pursue a cure to completion to remedy the default, the City may, without impairing any of its rights hereunder, exercise its right under Section C.

C. “City Remedies” If the Contractor is in default under this Contract after any cure period, the City may pursue any or all of the following:

1. Terminate this Contract by written notice and order the Contractor to discontinue further service;
2. Be released from its obligations under this Contract and use any other method or person to perform those services;
3. Seek judicial remedy of specific performance; and
4. Pursue any other remedy available at law or equity.

D. “Contractor Right to Terminate” If the City fails to comply with this Contract and fails to cure such breach within 45 days after written notice thereof from the Contractor (or if the default cannot reasonably be cured within 45 days, then if the City fails to commence to cure the default within such 45 days and fails to diligently and in good faith continue to cure the default within a reasonable period thereafter), then the Contractor may, without impairing any other of its rights hereunder, terminate this Contract by written notice any time after such 45 day period (or extended period).

E. “Right to Require Performance” The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

29. Permits and Fees

The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Contract.

30. Compliance with Laws

The Contractor agrees and covenants to comply with all provisions of Federal, State, County and City laws and ordinances effecting, directly or indirectly, the subject matter of this Contract.

31. Hauling and Disposal

A. Material collected in the City of Fircrest shall be disposed of in accordance with State, County and Local laws at a properly licensed and permitted disposal facility. The Contractor shall pay any and all disposal fees involved. The Contractor will hold the City harmless for any required landfill clean-up resulting from illegal disposal of solid wastes. Such clean-up costs shall include attorneys’ fees, court costs, and other related costs and fees. Recycling Commodity revenues, whether a credit or a charge, shall be applied to each of the Schedule A rates as indicated in Section 15.D of this Agreement.

B. Care shall be taken in the loading and transportation of solid waste/garbage, recyclables and yard waste so that any leaking or spilling is minimized. The Contractor shall immediately clean up any spills upon notice. The Contractor shall abide by all applicable rules and regulations that govern the solid waste disposal facility.

32. Audits and Record Keeping

Shall be in accordance with Fircrest Municipal Code 5.20.090.

33. Charge for Collection Services

The rates for services to be provided by the Contractor shall be as set forth in Schedule A as amended and attached hereto and incorporated herein by this reference. Rates for services are set forth in Fircrest Municipal Code 6.08.130, as amended.

34. Taxes

A. Utility Tax

The Contractor shall pay the City a garbage or refuse removal service Utility Tax in accordance with Fircrest Municipal Code Chapter 5.20, as amended. As of June 1, 1998, the tax is 8.5 percent of total gross billing revenue derived by the Contractor for services provided under this Contract.

B. Refuse Collection Tax

The Contractor shall pay to the State of Washington a Refuse Collection Tax in accordance with R.C.W. 82.18, as amended.

C. Washington State Business and Occupation Tax

Washington State Business and Occupation Tax is included in the Base Rate as calculated in Schedule A as amended.

D. All taxes required to be paid by any state, federal or local law shall be in addition to the rates as set forth in Schedule A. No other charges, fees, or taxes, will be charged to the customer or the City.

35. Annual Rate Adjustment

A. The charge for collection services shall be adjusted annually, based upon the current rates listed in Schedule “A” as amended, less the current Disposal Fee Component, if any. The balance shall be the Adjustment Rate. The Adjustment Rate is then added to the Adjustment Rate times 100% of the percent change, up or down, of the previous June to June Seattle Tacoma Bellevue All Urban Consumers (CPI-U) Consumer Price Index to arrive at the Adjusted Rate. The Adjusted Rate is then added to the proposed Disposal Fee Component reflecting any proposed disposal rate adjustment, to arrive at the proposed Schedule A Rates effective the following March 1st. The Contractor shall be allowed to pass the disposal site fee on to customers based on the rate charged to dispose of solid waste/garbage at Pierce County Recycling, Composting, & Disposal, dba LRI. The annual rate adjustment shall occur March 1, 2022 and March 1 of each year thereafter. See Exhibit “C” Rate Change Example.

B. “Recycling Commodities Charge/Credit” The annual rate adjustment shall also include evaluation of the cost to the Contractor for recycling site fees (Recycling Commodities Charge/Credit). The Contractor shall be allowed to pass on the cost of recycling site fees as a commodities charge/credit to the customer per the calculation in Exhibit B, based upon the indicated 12 month’s Recycling Commodities Revenues received (+/-) by the Contractor. When there is no cost to the Contractor for recycling site fees, no commodities charge shall be passed on to customers. When the Contractor is paid for delivering recyclables to recycling sites, the commodities charge shall become a commodities credit to customers per the same commodities charge calculation in Exhibit B - Recycling Commodity Calculation. A Recycling Commodities charge/credit shall be applied to each rate in Schedule A as a percentage of Recycling Commodity sales revenue, divided by the total Customer Revenues for the same 12 month time period. Such Recycling Commodity Charge/Credit shall be listed as a line item on the customer billing statement. For calculating such charge/credit commencing with March 1, 2021 rates, the initial time period shall be November 1, 2018 through October 31, 2019 and shall be applied for twelve (12) months. Each subsequent Recycling Commodities Charge/Credit shall be calculated using the 12 month period following the one used in the previous calculation. The Recycling Commodities Charge/Credit shall be recalculated each subsequent year as a part of, concurrent with, and consistent with the “Section 35. Annual Rate Adjustment” in this Agreement. See Exhibit “C” Rate Change Example.

36. Government Regulations Adjustment

During the term of this Contract, the Contractor shall be allowed to pass through to the customer any increased costs associated with their higher waste management duties required by Federal, State or Local regulations. The Contractor shall provide the City with notice of

any such proposed rate increase immediately upon the Contractor being officially notified of an increase in such fees but in any event not less than sixty (60) days prior to the requested effective date of the proposed rate increase.

37. Reimbursement for Use of Tacoma Landfill

A. The Contractor will reimburse customers the difference between the non-resident and resident rate for their use of the City of Tacoma Landfill according to the City of Tacoma Ordinance 26176 Section 12, 09.140 with the exceptions listed below. Customers must always be prepared to show proof of residency in Fircrest and maintain an account with the Contractor. Customers may take their receipt to the Contractor's office for an immediate cash refund during normal office hours stated herein, or may mail their receipt. Customers who mail their receipt will specify whether they want a credit to their account or reimbursement. The Contractor will issue reimbursements or post credit to customer account within ten (10) days from receipt of request.

B. Each household customer will receive a voucher allowing use of landfill four (4) times per year. Customers may not dispose of putrescible garbage, dangerous/hazardous or asbestos, or yard waste in this manner.

C. Contractor and City agree, prior to September 30, 1998, to discuss the possibility of the Contractor changing the location of the disposal site from the City of Tacoma to the Contractor's site located at 2815 Rochester Street West, University Place, Washington. The City agrees to changing the location of this service upon the Contractor's demonstrating that the service and fees at their site will be equivalent to those provided at the Tacoma facility at the time of the change.

38. Arbitration

If any dispute shall arise during the term of this Contract between the Contractor and the City with respect to any provision hereunder, such dispute shall be submitted to arbitration. In such event, either party may appoint an arbitrator and notify the other party of such appointment. The other party, in turn, shall within ten (10) days of such notification appoint an arbitrator. The two arbitrators so appointed shall then appoint a third arbitrator and the three arbitrators so appointed shall constitute a board of arbitration for the purpose of resolving such dispute. The majority decision of the board shall be binding upon each party and each party agrees to be bound thereby.

39. Enforcement of Agreement

If either party shall bring any action to interpret or enforce any provision of the Contract, including an arbitration proceeding, the losing party shall pay the successful party a reasonable sum for attorney fees, and costs actually incurred, including those related to any appeal.

40. Governing Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought under this Contract shall be in Pierce County, Washington.

41. Severability

If any term or provision of this Contract is, to any extent, held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

42. **Assignment**

A. Assignment; Subcontracting; Delegation of Duties. Except for subcontracting identified in this Agreement, the Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City. When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to complete fully and faithfully the work or responsibility undertaken or other security acceptable to the City.

B. Change in Control. Any change in control or the transfer of a controlling interest in the beneficial ownership of the Contractor shall constitute a default under the terms of this agreement, unless the City consents to that transfer. **“The transfer of a controlling interest of the Contractor”** shall include, but is not limited to, the transfer of 50% or more of the voting stock or the beneficial ownership of the Contractor to or from a single entity, unless the City, at the Contractor’s request, approves that transfer in writing. However, intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships or any other entity owned or controlled by the Contractor as of the date of this Agreement, shall not be construed as the transfer of a controlling interest in the Contractor. If the City determines that the new ownership can adequately and faithfully render the service required in this Agreement for the remainder of the agreement term and has the same commitment to the community as does the Contractor, the City may elect to execute a novation, allowing the new ownership to assume the rights and duties of this agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims related to this agreement. The term **“transfer”** includes a sale, merger, or change in ownership by operation of law, the issuance of new shares or conversion of shares without voting rights to voting shares. **“Voting Stock”** means the shares entitled to vote for election of the directors of the contractor. Notwithstanding the requirements above in this Section 43, the Contractor shall have the right to transfer interest in the beneficial ownership of the Contractor and/or to assign this agreement without City consent so long as the Contractor (and/or its transferee or assignee) remains controlled 50% or more, directly or indirectly, by Westside Disposal, Inc. For purposes of this Section 43.B, **“Control by Westside Disposal, Inc.”** means control directly or indirectly by any or all of:

1. Those natural persons who currently control Westside Disposal, Inc.;
2. Spouses or surviving spouses of those persons described in 43.B.1;
3. Lineal descendants of those persons described in subsection 43.B.1 (adopted children shall be deemed lineal descendants for purposes of this section);

4. A trust, estate, corporation, limited partnership, limited liability company, voting trust, or other entity controlled by, or the beneficiaries, shareholders, or members of which are persons described in 43.B.1, 2, or 3 above.

5. Corporate trustee designated to act in a fiduciary capacity for the estate or trust of any of the persons described in 43.B.1, 2 or 3 above.

C. Binding effect. This agreement shall be binding on any and all successors or assignees of the Contractor or the City, in accordance with this Section 43.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

By:

By:

City Manager
ATTEST:

Contractor
ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney

**NEW BUSINESS: Ordinance: Solid Waste Definitions Amendments
ITEM 13B.**

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. , amending Section 1 of Ordinance No. 1433 and Fircrest Municipal Code 6.08.010 relating to the collection and disposal of solid waste, recyclable materials and yard waste definitions.

PROPOSAL: The Council is being asked to approve the proposed ordinance amending the definitions section of the Fircrest Municipal Code, section 6.08.010. The new contract, effective March 1, 2021, amends language in the following way:

- (L) “Solid waste/garbage”
- (W) “Multi-Family Recycling Charge”

There is also the addition of a new definition:

(X) “Compacted Containers” shall mean a customer-owned container that compacts the solid waste by mechanical means, that is between 1 and 6 cubic yards in volume and shall be designed for pickup by a front load collection vehicle. Charges for such compacted containers shall be calculated by using the same volume as the non-compacted container rate with weekly pickup as the basis, then multiply that amount times the manufacturer’s stated compaction ratio, then multiply that amount times 88%. Multiply that amount times the number of pickups per week if more than one pickup is requested. If a customer mechanically compacts the solid waste either prior to or after being placed into the Company-owned container, the Compacted Containers rate formula shall apply at a 3:1 compaction ration.

FISCAL IMPACT: There is no fiscal impact.

ADVANTAGE: The amendments to FMC 6.08.010 reflect the changes made in the contract amendment with Westside Disposal.

DISADVANTAGES: There are no known disadvantages.

ALTERNATIVES: None. These costs are pursuant to contract language and therefore, there are no alternatives.

HISTORY: The City has had a longstanding relationship with Westside Disposal for refuse services.

The amendments to the definitions are as follows:

- 2007 – Ordinance 1433.
- 2004 – Ordinance 1358.
- 1998– Ordinance 1197.

ATTACHMENTS: [Ordinance](#)
[Proposed Contract Amendments - Redline \(from Resolution\)](#)
[Clean Copy of Amended Contract \(from Resolution\)](#)

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**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AMENDING SECTION 1 OF
ORDINANCE NO. 1433 AND FMC 6.08.010 RELATING
TO THE COLLECTION AND DISPOSAL OF SOLID
WASTE, RECYCLABLE MATERIALS AND YARD
WASTE DEFINITIONS.**

**THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS
FOLLOWS:**

Section 1. Section 1 of Ordinance No. 1433 and Chapter 6.08.010 FMC are hereby amended to read as follows:

6.08.010 Definitions.

The following definitions shall apply under this chapter:

A. “Can” means a 32 gallon receptacle, not to exceed 45 pounds at time of pick up, provided by the customer, made of durable, corrosion-resistant, nonabsorbent material, watertight with close-fitting cover and two graspable handles. No can shall weigh more than 12 pounds empty. A can may only be used for occasional extra garbage and must have an “extra tag” affixed to it for pickup.

B. “Bag” shall mean a 32 gallon plastic bag durable enough to be lifted without breaking, not to exceed 40 pounds at time of pick up, provided by the customer. A bag may only be used for occasional extra garbage and must have an “extra tag” affixed to it for pickup.

C. “Curbside” shall mean at the curb or up to five (5) feet from the edge of the drivable portion of the road or alley, or as required by Contractor for service. “Curbside” may also be referred to as “curb.”

D. “Packout” shall mean a carryout service per can from a distance greater than five (5) feet from the edge of the drivable portion of the road or alley. “Packout” may also be referred to as “off curb.”

E. “Drive-in” shall mean the action of the vehicle leaving the public road to provide service. “Drive-in” may also be referred to as “off curb.”

F. “Medical Infectious Waste” shall include, but not be limited to, contaminated sharps, human blood and blood products, cultures and stocks of infectious agents and associated biological matter.

G. “Recyclables” for curbside collection shall include newspapers, mixed waste paper, cardboard, aluminum cans, tin cans, plastic bottles, and such other materials from time to time as shall be mutually agreeable to both parties to add to or remove from the program. Glass shall be taken by the customer to a drop-off recycling center at the Contractor’s office or such other appropriate recycling center.

H. “Toter” shall mean a wheeled plastic cart that has the capacity of 12, 24, 48, 64 and 96 gallons. The maximum weight capacity is equal to two pounds per gallon. Toters are provided by the Contractor, dumped mechanically, and are used for garbage collection (12 through 96-gallon) curbside recycling (64 and 96-gallon), multi-family recycling

1 and yard waste recycling (64 and 96-gallon). Customer shall place toter where directed
2 for automated collection. A toter may also be referred to as a cart or a roll cart.

3 **I. "Rear Load Container"** shall mean a detachable metal container with the size of
4 one, one and one half or two cubic yards used for the collection and disposal of solid
5 waste/garbage, attached by hand at the rear of the truck and dumped mechanically. This
6 container is intended to be placed on a hard, level surface. Such container whose
7 contents weigh more than 250 lbs. per cubic yard of volume, at the time of pickup shall
8 be considered overweight and subject to the overweight pickup fee.

9 **J. "Front Load Container"** shall mean a detachable metal container of various cubic
10 yard sizes, which is loaded directly by the truck by driving straight into the unit with the
11 front-loading forks. Such container whose contents weigh more than 250 lbs. per cubic
12 yard of volume, at the time of pickup shall be considered overweight and subject to the
13 overweight pickup fee.

14 **K. "Drop Box"** means a large-volume (13 cubic yards or greater) detachable container
15 that can be pulled onto a collection vehicle mechanically and transported to a disposal
16 site.

17 **L. "Solid Waste/Garbage"** shall mean all putrescible and non-putrescible solid and
18 semi solid wastes, including but not limited to, rubbish, ashes, demolition and
19 construction waste, animal and vegetable waste. Solid waste/garbage does not include:
20 sludge and septage; dangerous, hazardous, or medical infectious waste; automobile
21 batteries; abandoned vehicles or large auto parts; large appliances; and rubber tires.
22 Unless indicated otherwise, all solid waste collection services shall be for non-
23 compacted material.

24 **M. "Glass"** shall mean all jars and bottles of any color. Plate glass, window glass,
25 mirrors, light bulbs, ceramics or glass kitchen cookware are not included.

26 **N. "Aluminum Cans"** shall mean used beverage and food containers free of contents.

27 **O. "Tin Cans"** shall mean cans and containers composed of tin plated steel, or bi-
28 metals. Aerosol cans, coat hangers or other scrap metals are not included.

29 **P. "Mixed Paper"** shall mean magazines, junk mail, cereal boxes and cardboard.
30 Mixed paper shall not include tissue, paper towels, paper plates, plastics and any other
31 food contaminated paper products.

Q. "Newspaper" shall include only newspaper and catalogs made of newsprint. All
other paper is mixed paper.

R. "Yard Waste" shall mean grass and vegetative material, which occurs naturally and
is grown on residential or commercial property or is included in the landscaping of such
property. The term also includes Christmas trees that are free of any decoration and
flocking. The term does not include rocks, sod, gravel, dirt and sand. In addition,
branches larger than four (4) inches in diameter and stumps are not included.

S. "Subcontractor" shall mean any entity with whom the Contractor has an agreement
to perform medical infectious waste and drop box service, as provided for in this
Contract.

T. "Extra Tag" shall mean a tag that shall be affixed to any occasional extra solid
waste/garbage "can" or "bag", in addition to the customers subscribed garbage service.

U. "Contractor" means any person, firm, partnership, association, institution or
corporation who has contracted with the City for the collection, handling and
transportation of all or part of Fircrest's solid waste, which includes garbage,
recyclables and yard waste within the City.

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V. “Person” means every person, firm, partnership, association, institution or corporation in the City accumulating garbage, yard waste or recyclables requiring collection; the term also means the occupant and/or the owner of each residential or commercial unit.

W. “Multi-Family Recycling Charge” listed in FMC 6.08.130 applies to each dwelling unit per apartment complex. The charge is assessed even if the property owner/manager requests no service and applies to all units whether occupied or not.

X. “Compacted Containers” shall mean a customer-owned container that compacts the solid waste by mechanical means, that is between 1 and 6 cubic yards in volume and shall be designed for pickup by a front load collection vehicle. Charges for such compacted containers shall be calculated by using the same volume as the non-compacted container rate with weekly pickup as the basis, then multiply that amount times the manufacturer’s stated compaction ratio, then multiply that amount times 88%. Multiply that amount times the number of pickups per week if more than one pickup is requested. If a customer mechanically compacts the solid waste either prior to or after being placed into the Company-owned container, the Compacted Containers rate formula shall apply at a 3:1 compaction ration.

Section 2. Severability.

Should any part of this title be adjudged invalid for any reason, such adjudication shall not affect the validity of this title as a whole or any part thereof.

Section 3. Effective Date: This Ordinance shall become effective March 1, 2021 after passage, approval, and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 9th day of February 2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Publication Date:
Effective Date:

**NEW BUSINESS: Ordinance: Solid Waste Rate Adjustment
ITEM 13C.****FROM: Scott Pingel, City Manager**

RECOMMENDED MOTION: I move to adopt Ordinance No. , amending Section 1 of Ordinance No. 1653 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection.

PROPOSAL: The Council is being asked to approve the proposed ordinance setting new solid waste rates due to the new contract effective March 1, 2021. A public hearing was held on January 26, 2021 to accept public comment on the proposed new solid waste rates. No comments were received.

FISCAL IMPACT: The changes included in the ordinance reflect the changes in the contract amendment with Westside Disposal. The contract amendment provides for:

- A general 3% rate increase
- 0.9% CPI adjustment based on the June to June CPI
- Disposal rate increase to \$171.51 per ton
- Commodity Fee of 3.98%
- Recycling Toter Fee of \$15.00 for each additional toter (first toter included in rate)

ADVANTAGE: The amendments to FMC 6.08.130 reflect the changes made in the contract amendment with Westside Disposal.

DISADVANTAGES: As happens annually, the garbage rate increases for Fircrest residents.

ALTERNATIVES: None. These costs are pursuant to contract and ordinance language and therefore, there are no alternatives.

HISTORY: The City has had a longstanding relationship with Westside Disposal for refuse services. The current contract commenced in 1998 for a period of 24 years terminating in 2022.

- 2012 – CPI waiver for 2012, providing for bulky waste, limiting no-charge yard waste toters to three.
- 2013, 2014 and 2015 – CPI residential increase to Westside Disposal contract.
- 2016 – CPI increase waived.
- 2017 – CPI residential increase to Westside Disposal contract.
- 2018 – CPI residential increase to Westside Disposal contract.
- 2019 – CPI residential increase to Westside Disposal contract.
- 2020 - CPI residential increase to Westside Disposal contract.

ATTACHMENTS: [Ordinance](#)

[Westside Disposal Letter](#)

[Pierce County Letter LRI](#)

[June-June CPI](#)

[Schedule 1- Rate Worksheet](#)

[Schedule 2 – Exhibit C - Annual Rate Adjustment Example](#)

[Schedule 3 - Schedule 'A' Rates](#)

[Schedule 4 – Recycling Commodity Surcharge Calculation](#)

[Schedule 5 - Rate & Schedule Comparison](#)

**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AMENDING SECTION 1 OF ORDINANCE NO. 1653 AND
FMC 6.08. 130 RELATING TO THE SCHEDULE OF RATES AND CHARGES
FOR SOLID WASTE COLLECTION.**

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Section 1 of Ordinance No. 1653 and Chapter 6.08.130 FMC are hereby amended to read as follows:

6.08.130 Schedule of rates and charges.

Charges shall be made in accordance with the following schedule, which is adopted as the schedule of rates and charges for solid waste collection, as billed on a monthly basis for weekly, or as otherwise specified, pickup. Rates are shown below without taxes. All taxes required to be paid by any state, federal or local law shall be in addition to the rates as set forth below. No other charges, fees, or taxes will be charged to the customer or the City. Taxes shall be listed separately on billing statement and shall be applied to all rates. It shall be understood that the rates without taxes shall be shown on billing statement and that some rounding may occur when taxes are added.

<u>Type of Service</u>	<u>Pick-up Frequency</u>	<u>MONTHLY RATE</u>	
		<u>Commodity Charge</u>	<u>Base Rate</u>
Garbage toter rates below include up to: 3 Yard Waste and 1 Recycling toters.			
12 gal. Garbage Toter, curb	weekly	\$0.74	\$18.59
24 gal. Garbage Toter, curb	every-other week	\$0.69	\$17.28
24 gal. Garbage Toter, curb	weekly	\$1.08	\$27.22
48 gal. Garbage Toter, curb	every-other week	\$1.00	\$25.09
48 gal. Garbage Toter, curb	weekly	\$1.51	\$37.84
64 gal. Garbage Toter , curb	every-other week	\$1.25	\$31.32
64 gal. Garbage Toter, curb	weekly	\$1.76	\$44.27
96 gal. Garbage Toter, curb	weekly	\$2.31	\$58.01
<u>Recycling Toter, per unit (does not apply to accounts charged for Multi-family Recycling) Off-curb</u>			
		\$ 0.60	\$ 15.00
<u>Off-curb Garbage Charge (add to toter rate above) per toter</u>			
Up to 50' off-curb		\$ 0.34	\$ 8.56
Up to 100' off-curb		\$ 0.49	\$ 12.20
Over 100' off-curb		\$ 0.68	\$ 17.09
32 Gal. Occasional Extra Garbage Tags:		\$ 0.33	\$ 8.17

1	Yard Waste Toter, 64 or 96 gal., per unit	\$ 0.18	\$ 4.63
2	Late Payment Fee Minimum	\$ 0.19	\$ 4.69
3	Customer stop and restart fee:	\$ 0.56	\$ 13.93
4	Toter redelivery fee	\$ 0.56	\$ 13.93
5	Return trip charge:	\$ 0.56	\$ 13.93
6			
7			
8		MONTHLY RATE	
8	<u>Special pickups (requiring a special trip), per pickup</u>	<u>Commodity</u>	
9	<u>applies only to every-other week customers</u>	<u>Charge</u>	<u>Base Rate</u>
9	12 gal. garbage toter	\$ 0.64	\$ 15.97
10	24 gal. garbage toter	\$ 0.72	\$ 18.04
10	48 gal. garbage toter	\$ 0.85	\$ 21.35
11	64 gal. garbage toter	\$ 1.07	\$ 26.82
11	96 gal. garbage toter	\$ 1.39	\$ 34.82
12	64 & 96 gal. yard waste toter	\$ 0.67	\$ 16.70
13	<u>Extra on-route, off-week pickups (not requiring a special trip), per pickup</u>		
13	(applies only to every-other week customers)		
14	24 gal. garbage toter	\$ 0.21	\$ 5.24
14	48 gal. garbage toter	\$ 0.39	\$ 9.86
15	64 gal. garbage toter	\$ 0.52	\$ 13.04
16	<u>Commercial Containers Service</u>		
17	Monthly charges for regular weekly service – multiply rate times number of pickups per week (limited to 5 pickups per week)		
18	1 cubic yard	\$ 4.44	\$ 111.30
18	1.5 cubic yard	\$ 5.95	\$ 149.33
19	2 cubic yard	\$ 7.40	\$ 185.70
19	3 cubic yard	\$ 11.18	\$ 280.47
20	4 cubic yard	\$ 13.80	\$ 346.41
20	6 cubic yard	\$ 20.76	\$ 520.92
21			
21	Special, Occasional and Return trip Pickups, per pickup		
22	1 cubic yard	\$ 1.33	\$ 33.38
22	1.5 cubic yard	\$ 1.71	\$ 42.82
23	2 cubic yard	\$ 2.09	\$ 52.45
23	3 cubic yard	\$ 2.87	\$ 72.01
24	4 cubic yard	\$ 3.62	\$ 90.95
24	6 cubic yard	\$ 5.10	\$ 127.93
25			
26	Multi-family recycling charge, per unit: (charged on all multi-family units)	\$ 0.25	\$ 6.19
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<u>Special Collection Services</u>		
Rear load truck & driver	\$ 4.39	\$ 110.04
Each additional man:	\$ 1.89	\$ 47.34

Section 2. Severability. Should any part of this title be adjudged invalid for any reason, such adjudication shall not affect the validity of this title as a whole or any part thereof.

Section 3. Effective Date. This Ordinance shall become effective March 1, 2021 after passage, approval, and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 9th day of February 2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**DATE OF PUBLICATION:
EFFECTIVE DATE:**



Westside Disposal Services, Inc.

Scott Pingel, City Manager
City of Fircrest
115 Ramsdell St.
Fircrest, WA 98466

Jan 5, 2021

Re: Annual Rate Adjustment, disposal site fee increase, request for recycling commodity surcharge, 8 year contract term extension, one-time 3% general rate increase, Change of Annual Rate Adjustment methodology.

Dear Scott:

Enclosed you will find the following:

- 1. Letter from Pierce County for the disposal fee increase effective March 1, 2021. LRI will raise the rates from the current rate of \$167.38 to \$168.51 per ton, an increase of \$1.13 per ton, or 0.68%.
2. The June-June CPI-U Consumer Price Index for Seattle-Tacoma-Bellevue is used in calculating the Annual Rate Adjustment. The rate this year is 0.9 %. We now subtract out the disposal fee component of each rate first, then the balance is the basis for the Annual Rate Adjustment. We then multiply that amount times 100% of the CPI, or 0.9%.
3. An Excel Spreadsheet with the following:
Schedule 1. - Rate Worksheet showing the initial rate calculations including: (1.) the one-time general 3% increase, (2.) the effect of the disposal site fee increase, (3.) the Annual Rate Adjustment i increase, to determine the new rates.
Schedule 2. - This is the rate Adjustment example 3-1-22 and subsequent years. Recycling cart charge.
Schedule 3. - This shows the new "Schedule A" rates effective March 1, 2021. They are shown without taxes.
Schedule 4. - Recycling Commodity calculations. Schedule 5. - Rate and services comparison.
4. Recycling Commodity Surcharge Request -Average annual revenues from such sales 2005 to 2017 were \$26,421 per year. In 2019 WE HAD TO PAY \$47,878 to take it to the recycling facility. That is an annual reversal of \$74,299 off of our average. This was the 3rd year that we've had to pay to recycle without any relief. We are asking for a 3.98% surcharge to be placed on all base rates for 12 months beginning March 1, 2021. This will recover over the next year only the amount that we had to pay to the recycling facility over the year, or \$47,878. The cost to customers for the most popular residential garbage service, a 64 gallon cart picked up every-other week, would be \$1.25 per month. This will be recalculated each year based on the actual co-mingled recycling revenues that we receive. If the recycling commodities market improves enough to where we are being paid again, the customer surcharge becomes a credit.

Rate Sample (Taxes not included)

Table with 7 columns: Garbage Service Level, Pickup Frequency, Current Rate 3-1-20, Proposed Rate 3-1-21, Adjustment Amount, Adjustment Percent, Recycling Commodity Surcharge 3.98%. Rows include 12 gal garbage Toter, 24 gal garbage Toter, 64 gal garbage Toter, 1 Yard Container, and 96 or 64 gal Recy Cart*.

*Accounts utilizing Garbage Toter service will still receive the 1st Recycling Cart at no additional charge. Does not apply to accounts being charged for Multi-family recycling.

Please contact us with any questions you may have regarding this. Thank you.

Sincerely,
Neil Holden, Vice President
Westside Disposal Services, Inc.

October 16, 2020

Kevin Green, Division Manager
Pierce County Recycling Composting and Disposal LLC d/b/a LRI
17925 Meridian Street East
Puyallup, WA 98378

sent via E-Mail – paper copy will not follow

Subject: 2021-2022 Solid Waste Tipping Fees and Rate Setting Guidelines

Dear Mr. Green:

On behalf of Pierce County Executive Bruce F. Dammeier, on September 1, 2020, I notified the County Council by letter of a proposed solid waste tipping fee increase. This proposal – prepared jointly by the Department and PCRCO dba LRI (the Company) and authorized by the County Executive – contained an increase of \$1.13 per ton, for a new tipping fee of \$168.51 per ton effective March 1, 2021.

Paragraph 16.11 of the Waste Handling Agreement outlines the Council's review process:

“...the County Council may hold a public hearing regarding the consistency of the proposed increase with the terms of this Agreement. If the County Council objects to the proposed increase on the grounds that the proposed increase is inconsistent with the terms of the Agreement, and such objection occurs within thirty (30) calendar days of receiving the County Executive's report, the County Council may request the County Executive and the Company to withdraw and resubmit the proposal.”

The Pierce County Council took no action in response to the letter.

The 2021 rate proposal is approved as submitted.

Please contact me if you have any questions.

Respectfully,



Ryan Dicks

Sustainable Resources Administrator

Attachment: 2021 Rate Setting Guidelines

cc: Dennis Hanberg, Director, Planning and Public Works Department
Gary Robinson, Director, Finance Department
Toby Rickman, Deputy Director, Planning and Public Works
Libbi Lovshin, Business and Financial Operations Manager, Planning and Public Works
Julie Demuth, Budget Manager, Finance Department
Rick Johnston, Project Coordinator, Planning and Public Works
Chris Brown, Management Analyst, Planning and Public Works
Neil Holden, University Place Refuse
Matt O'Connell, Waste Connections

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE JUNE 2020

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Jun 2019	May 2020	Jun 2020	May 2020	Jun 2020	Jun 2020	Jun 2019	May 2020	Jun 2020	May 2020	Jun 2020	Jun 2020
U. S. City Average.....	256.143	256.394	257.797	0.1	0.6	0.5	249.747	249.521	251.054	-0.1	0.5	0.6
West.....	270.957	273.062	274.155	0.8	1.2	0.4	262.418	264.227	265.222	0.6	1.1	0.4
West – Size Class A ¹	279.446	282.345	283.590	1.1	1.5	0.4	269.007	272.186	273.125	1.0	1.5	0.3
West – Size Class B/C ²	157.564	158.301	158.857	0.5	0.8	0.4	157.258	157.584	158.229	0.2	0.6	0.4
Mountain ³	105.131	106.425	107.226	1.3	2.0	0.8	105.489	106.403	107.213	0.8	1.6	0.8
Pacific ³	105.347	105.988	106.277	0.6	0.9	0.3	105.316	105.954	106.221	0.5	0.9	0.3
Los Angeles-Long Beach-Anaheim, CA.....	274.380	276.842	278.121	0.9	1.4	0.5	264.640	267.007	268.118	0.6	1.3	0.4
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	May 2019	Mar 2020	May 2020	Mar 2020	May 2020	May 2020	May 2019	Mar 2020	May 2020	Mar 2020	May 2020	May 2020
Riverside-San Bernardino-Ontario, CA ³	105.959	107.162	106.899	2.3	0.9	-0.2	106.159	107.425	107.490	2.5	1.3	0.1
San Diego-Carlsbad, CA.....	300.303	302.589	301.317	1.8	0.3	-0.4	281.727	285.543	284.607	2.3	1.0	-0.3
Urban Hawaii.....	282.271	285.321	285.834	1.8	1.3	0.2	278.551	282.885	282.857	2.3	1.5	0.0
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Jun 2019	Apr 2020	Jun 2020	Apr 2020	Jun 2020	Jun 2020	Jun 2019	Apr 2020	Jun 2020	Apr 2020	Jun 2020	Jun 2020
Phoenix-Mesa-Scottsdale, AZ ⁴	142.997	143.734	145.849	1.5	2.0	1.5	141.580	142.659	144.415	1.8	2.0	1.2
San Francisco-Oakland-Hayward, CA.....	295.259	298.074	300.032	1.1	1.6	0.7	288.581	290.304	292.420	0.7	1.3	0.7
Seattle-Tacoma-Bellevue, WA.....	278.631	280.484	281.055	1.3	0.9	0.2	273.488	276.427	276.244	1.5	1.0	-0.1
Urban Alaska.....	234.179	222.909	225.245	-2.5	-3.8	1.0	229.121	221.826	224.914	-1.7	-1.8	1.4

¹ Population over 2,500,000 ² Population 2,500,000 and under, Dec 1996 = 100 ³ Dec 2017=100 ⁴ Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date July 14, 2020. The next release date is scheduled for August 12, 2020. For questions, please contact us at BLInfoSF@bls.gov or (415) 625-2270.

City of Fircrest - Westside Disposal Contract

- Features:
1. 3% Base Rate increase. (one time only).
 2. Removal of any disposal fee component, for purpose of Annual Rate Adjustment, then, applying 100% of CPI to balance.
 3. Wa. State B&O Tax increased from 1.5% to 1.75% effective 4-1-2020.
 4. Wa. State B&O Tax increased from 1.5% to 1.75% effective 4-1-2020.
 5. Recycling Commodity Charge/Credit is separate from the rate and shall be shown as a line item on bill. Will float up and down with pricing. Based on Recycling Commodity Revenues divided by Customer Rate Revenues.

Schedule 1. - Rate Worksheet 3-1-21

CPI Adjustment

CPI	0.90%
x Factor	100.00%

10/9/2020

Garbage, Recycling and Yard Waste Collection

Assigned	Without	One time	General	B&O Tax 1.5%	Effective	Level	Pickup Frequency	Monthly	Disposal Fee 3/1/20	ADJUSTMENT RATE	Wa. State	CPI-U Jun-Jun	Seattle-Tacoma-Bellvue	Disposal Fee 2021	Monthly	Total	Total	Recycling
Garbage Wt.	Taxes*	Adjustment	Component	1.523%	Rate	per Ton		Base	Disposal Fee	Rate	Rate	Rate	Rate	Component	Without	2021 rate	2020 rate	Charge/Credit
Pounds per Service	Effective	3/1/2020	\$ 167.38	1.523%	2.55	per Ton		\$ 168.51	\$ 169.93	0.258%	1.5% to 1.75%	4/1/2020	\$ 171.51	3/1/2021	3.98%			Shown on statement as a line item
Type of Service	Pickup Frequency	3/1/2020	per Month	3%	per Ton	3/1/2020	Adjustment	per ton	3/1/2021	per ton	3/1/2021							
Column #	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
Column Formula			(b * 3%)	(-\$169.93 x (a/2000))	(b+c+d)	(e x 0.258%)	((e +f) x 0.90%)	(e+f+g)	(\$171.51 x (a/2000))	(h+i)	(b-i)	(j/b)			(i x 3.98%)			
Garbage toter rates below include up to: 3 Yard Waste and 1 Recycling toters.																		
12 gal. Garbage Toter, curb	Weekly	52	\$ 17.85	\$ 0.54	\$ (4.42)	\$ 13.97	\$ 0.04	\$ 0.13	\$ 14.13	\$ 4.46	\$ 18.59	\$ 0.74	4.1%	\$ 0.74				
24 gal. Garbage Toter, curb	Every-other week	50	\$ 16.59	\$ 0.50	\$ (4.25)	\$ 12.84	\$ 0.03	\$ 0.12	\$ 12.99	\$ 4.29	\$ 17.28	\$ 0.69	4.1%	\$ 0.69				
24 gal. Garbage Toter, curb	Weekly	88	\$ 26.14	\$ 0.78	\$ (7.48)	\$ 19.45	\$ 0.05	\$ 0.18	\$ 19.67	\$ 7.55	\$ 27.22	\$ 1.08	4.1%	\$ 1.08				
48 gal. Garbage Toter, curb	Every-other week	94	\$ 24.10	\$ 0.72	\$ (7.99)	\$ 16.84	\$ 0.04	\$ 0.15	\$ 17.03	\$ 8.06	\$ 25.09	\$ 0.99	4.1%	\$ 1.00				
48 gal. Garbage Toter, curb	Weekly	140	\$ 36.34	\$ 1.09	\$ (11.89)	\$ 25.54	\$ 0.07	\$ 0.23	\$ 25.83	\$ 12.01	\$ 37.84	\$ 1.50	4.1%	\$ 1.51				
64 gal. Garbage Toter, curb	Every-other week	111	\$ 30.08	\$ 0.90	\$ (9.43)	\$ 21.55	\$ 0.06	\$ 0.19	\$ 21.80	\$ 9.52	\$ 31.32	\$ 1.24	4.1%	\$ 1.25				
64 gal. Garbage Toter, curb	Weekly	153	\$ 42.52	\$ 1.28	\$ (13.00)	\$ 30.80	\$ 0.08	\$ 0.28	\$ 31.15	\$ 13.12	\$ 44.27	\$ 1.75	4.1%	\$ 1.76				
96 gal. Garbage Toter, curb	Weekly	221	\$ 55.72	\$ 1.67	\$ (18.78)	\$ 38.61	\$ 0.10	\$ 0.35	\$ 39.06	\$ 18.95	\$ 58.01	\$ 2.29	4.1%	\$ 2.31				
Recycling Toter, per unit (does not apply to accounts charged for Multi-family Recycling)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15.00			\$ 0.60				
Off-curb Garbage Charge (add to toter rate above) per toter																		
Up to 50' off-curb		0	\$ 8.22	\$ 0.25	\$ -	\$ 8.47	\$ 0.02	\$ 0.08	\$ 8.56	\$ -	\$ 8.56	\$ 0.34	4.2%	\$ 0.34				
Up to 100' off-curb		0	\$ 11.71	\$ 0.35	\$ -	\$ 12.06	\$ 0.03	\$ 0.11	\$ 12.20	\$ -	\$ 12.20	\$ 0.49	4.2%	\$ 0.49				
Over 100' off-curb		0	\$ 16.40	\$ 0.49	\$ -	\$ 16.89	\$ 0.04	\$ 0.15	\$ 17.09	\$ -	\$ 17.09	\$ 0.69	4.2%	\$ 0.68				
32 gal Occasional Extra Garbage Tags:		31	\$ 7.85	\$ 0.24	\$ (2.64)	\$ 5.44	\$ 0.01	\$ 0.05	\$ 5.51	\$ 2.67	\$ 8.17	\$ 0.32	4.1%	\$ 0.33				
Yard Waste Toter, 64 or 96 gal., per unit		0	\$ 4.44	\$ 0.13	\$ -	\$ 4.57	\$ 0.01	\$ 0.04	\$ 4.63	\$ -	\$ 4.63	\$ 0.19	4.2%	\$ 0.18				
Late Payment Fee Minimum		0	\$ 4.50	\$ 0.14	\$ -	\$ 4.64	\$ 0.01	\$ 0.04	\$ 4.69	\$ -	\$ 4.69	\$ 0.19	4.2%	\$ 0.19				
Customer stop and restart fee:		0	\$ 13.37	\$ 0.40	\$ -	\$ 13.77	\$ 0.04	\$ 0.12	\$ 13.93	\$ -	\$ 13.93	\$ 0.56	4.2%	\$ 0.56				
Toter redelivery fee		0	\$ 13.37	\$ 0.40	\$ -	\$ 13.77	\$ 0.04	\$ 0.12	\$ 13.93	\$ -	\$ 13.93	\$ 0.56	4.2%	\$ 0.56				
Return trip charge:		0	\$ 13.37	\$ 0.40	\$ -	\$ 13.77	\$ 0.04	\$ 0.12	\$ 13.93	\$ -	\$ 13.93	\$ 0.56	4.2%	\$ 0.56				
Special pickups (requiring a special trip), per pickup																		
12 gal. garbage toter		13	\$ 15.33	\$ 0.46	\$ (1.10)	\$ 14.69	\$ 0.04	\$ 0.13	\$ 14.86	\$ 1.11	\$ 15.97	\$ 0.64	4.2%	\$ 0.64				
24 gal. garbage toter		44	\$ 17.32	\$ 0.52	\$ (3.74)	\$ 14.10	\$ 0.04	\$ 0.13	\$ 14.26	\$ 3.77	\$ 18.04	\$ 0.72	4.1%	\$ 0.72				
48 gal. garbage toter		47	\$ 20.50	\$ 0.62	\$ (3.99)	\$ 17.12	\$ 0.04	\$ 0.15	\$ 17.32	\$ 4.03	\$ 21.35	\$ 0.85	4.2%	\$ 0.85				
64 gal. garbage toter		55.5	\$ 25.75	\$ 0.77	\$ (4.72)	\$ 21.81	\$ 0.06	\$ 0.20	\$ 22.06	\$ 4.76	\$ 26.82	\$ 1.07	4.2%	\$ 1.07				
96 gal. garbage toter		55.25	\$ 33.43	\$ 1.00	\$ (4.69)	\$ 29.74	\$ 0.08	\$ 0.27	\$ 30.08	\$ 4.74	\$ 34.82	\$ 1.39	4.2%	\$ 1.39				
64 & 96 gal. yard waste toter		0	\$ 16.03	\$ 0.48	\$ -	\$ 16.51	\$ 0.04	\$ 0.15	\$ 16.70	\$ -	\$ 16.70	\$ 0.67	4.2%	\$ 0.67				
Extra on-route, off-week pickups (not requiring a special trip), per pickup																		
- applies only to every-other week customers																		
24 gal. garbage toter		25	\$ 5.03	\$ 0.15	\$ (2.12)	\$ 3.06	\$ 0.01	\$ 0.03	\$ 3.09	\$ 2.14	\$ 5.24	\$ 0.21	4.1%	\$ 0.21				
48 gal. garbage toter		47	\$ 9.47	\$ 0.28	\$ (3.99)	\$ 5.76	\$ 0.01	\$ 0.05	\$ 5.83	\$ 4.03	\$ 9.86	\$ 0.39	4.1%	\$ 0.39				
64 gal. garbage toter		55.5	\$ 12.53	\$ 0.38	\$ (4.72)	\$ 8.19	\$ 0.02	\$ 0.07	\$ 8.29	\$ 4.76	\$ 13.04	\$ 0.51	4.1%	\$ 0.52				
Commercial Containers (non-compacted)																		
Multiply rate X number of pickups per week																		
1 yd. Weekly		570	\$ 106.93	\$ 3.21	\$ (48.43)	\$ 61.71	\$ 0.16	\$ 0.56	\$ 62.42	\$ 48.88	\$ 111.30	\$ 4.37	4.1%	\$ 4.44				
1.5 yd. Weekly		814	\$ 143.47	\$ 4.30	\$ (69.16)	\$ 78.61	\$ 0.20	\$ 0.71	\$ 79.53	\$ 69.80	\$ 149.33	\$ 5.86	4.1%	\$ 5.95				
2 yd. Weekly		1,055	\$ 178.42	\$ 5.35	\$ (89.64)	\$ 94.14	\$ 0.24	\$ 0.85	\$ 95.23	\$ 90.47	\$ 185.70	\$ 7.28	4.1%	\$ 7.40				
3 yd. Weekly		1,541	\$ 269.47	\$ 8.08	\$ (130.93)	\$ 146.62	\$ 0.38	\$ 1.32	\$ 148.33	\$ 132.15	\$ 280.47	\$ 11.00	4.1%	\$ 11.18				
4 yd. Weekly		1,997	\$ 332.84	\$ 9.99	\$ (169.67)	\$ 173.15	\$ 0.45	\$ 1.56	\$ 175.16	\$ 171.25	\$ 346.41	\$ 13.57	4.1%	\$ 13.80				
6 yd. Weekly		2,736	\$ 500.46	\$ 15.01	\$ (232.46)	\$ 283.01	\$ 0.73	\$ 2.55	\$ 286.30	\$ 234.63	\$ 520.92	\$ 20.46	4.1%	\$ 20.76				
Special, Occasional and Return trip Pickups, per pickup																		
1 yd.		143	\$ 32.06	\$ 0.96	\$ (12.11)	\$ 20.91	\$ 0.05	\$ 0.19	\$ 21.16	\$ 12.22	\$ 33.38	\$ 1.32	4.1%	\$ 1.33				
1.5 yd.		204	\$ 41.13	\$ 1.23	\$ (17.29)	\$ 25.07	\$ 0.06	\$ 0.23	\$ 25.36	\$ 17.45	\$ 42.82	\$ 1.69	4.1%	\$ 1.71				
2 yd.		264	\$ 50.39	\$ 1.51	\$ (22.41)	\$ 29.49	\$ 0.08	\$ 0.27	\$ 29.83	\$ 22.62	\$ 52.45	\$ 2.06	4.1%	\$ 2.09				
3 yd.		385	\$ 69.18	\$ 2.08	\$ (32.73)	\$ 38.52	\$ 0.10	\$ 0.35	\$ 38.97	\$ 33.04	\$ 72.01	\$ 2.83	4.1%	\$ 2.87				
4 yd.		499	\$ 87.38	\$ 2.62	\$ (42.42)	\$ 47.58	\$ 0.12	\$ 0.43	\$ 48.14	\$ 42.81	\$ 90.95	\$ 3.57	4.1%	\$ 3.62				
6 yd.		684	\$ 122.91	\$ 3.69	\$ (58.12)	\$ 68.48	\$ 0.18	\$ 0.62	\$ 69.28	\$ 58.66	\$ 127.93	\$ 5.02	4.1%	\$ 5.10				
Multi-family recycling charge, per unit:		0	\$ 5.94	\$ 0.18	\$ -	\$ 6.12	\$ 0.02	\$ 0.06	\$ 6.19	\$ -	\$ 6.19	\$ 0.25	4.2%	\$ 0.25				
Truck & driver - per hour		0	\$ 105.61	\$ 3.17	\$ -	\$ 108.78	\$ 0.28	\$ 0.98	\$ 110.04	\$ -	\$ 110.04	\$ 4.43	4.2%	\$ 4.39				
Each additional man:		0	\$ 45.43	\$ 1.36	\$ -	\$ 46.79	\$ 0.12	\$ 0.42	\$ 47.34	\$ -	\$ 47.34	\$ 1.91	4.2%	\$ 1.89				

bs. Per Month * Fircrest Utility Taxes and Wa. St. Refuse Collection Tax are not included in rates shown, but shall be shown as line items on customer bills.

City of Fircrest - Westside Disposal, Inc. Contract

Exhibit C - Annual Rate Adjustment Example for Section 35. A

Annual Rate Adjustments: CPI adjustments and Disposal Fee adjustments are expected to occur March 1 of each year during the Contract term. To calculate the following year's Schedule A rate, the current year Schedule A Rate is used as the basis. To calculate the CPI adjustment, the current year Disposal Fee Component based on the monthly garbage weight, if any, shown, is deducted, the balance of which is the Adjustment Rate and the basis amount for calculating the CPI increase. To calculate the CPI increase, the Adjustment Rate is multiplied times the change in the CPI x 100%. That amount is added to the adjustment Rate, the total of which becomes the Adjusted Rate. The Adjusted Rate is then added to the following year Disposal Fee Component based upon the monthly garbage weight, if any, shown, the total of which is the following year Schedule A Rate. This example shows a Washington State B&O Tax rate change during the 1st year only. See hypothetical example below.

Line Description	Formula	2021	2022	2023	2024	2025	2026	2027	2028	2029
A Prior Year Schedule A Rate		\$ 20.00	\$ 21.09	\$ 21.58	\$ 22.08	\$ 22.59	\$ 23.10	\$ 23.63	\$ 24.16	\$ 24.70
Subtract Current Year Disposal Fee Component										
B Disposal weight - pounds per month		50	50	50	50	50	50	50	50	50
C Disposal weight as a percent of a ton	(B/2000)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
D LRI Disposal fee per ton		\$100.00	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00
E LRI Disposal fee	-(C x D)	\$ (2,500)	\$ (2,750)	\$ (2,875)	\$ (3,000)	\$ (3,125)	\$ (3,250)	\$ (3,375)	\$ (3,500)	\$ (3,625)
F Washington State B & O Tax		2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
G Effect of Wa. State B & O Tax	(F*(1-F))	2.0413%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%
H Washington State B & O Tax Amount	(E x G)	\$ (0.051)	\$ (0.071)	\$ (0.074)	\$ (0.077)	\$ (0.080)	\$ (0.083)	\$ (0.087)	\$ (0.090)	\$ (0.093)
I Adjustment Rate	(A+E+H)	\$ 17.449	\$ 18.265	\$ 18.630	\$ 19.003	\$ 19.383	\$ 19.770	\$ 20.166	\$ 20.569	\$ 20.980
Add for CPI Adjustment										
J CPI-U Seattle Tacoma Bellevue All Urban Consumers Index, June - June		3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
K Percentage of CPI allowed		100%	100%	100%	100%	100%	100%	100%	100%	100%
L CPI Adjustment Amount	(I x J x K)	\$ 0.523	\$ 0.365	\$ 0.373	\$ 0.380	\$ 0.388	\$ 0.395	\$ 0.403	\$ 0.411	\$ 0.420
Washington State B&O Tax Rate Change										
M Current Year Washington State B&O Tax Rate		2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
N Following Washington State B&O Tax Rate		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
O Effect of Wa. State B&O Tax Rate Change	(N-M)/(1-N)	0.513%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
P Washington State B&O tax change amount	(O x (H+L))	\$ 0.092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Q Adjusted Rate	(I + L + P)	\$ 18.065	\$ 18.630	\$ 19.003	\$ 19.383	\$ 19.770	\$ 20.166	\$ 20.569	\$ 20.980	\$ 21.400
Add following year Disposal Fee Component										
R Disposal weight - pounds per month		50	50	50	50	50	50	50	50	50
S Disposal weight as a percent of a ton	(R/2000)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
T LRI Disposal fee per ton		\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
U LRI Disposal fee	(S x T)	\$ 2,750	\$ 2,875	\$ 3,000	\$ 3,125	\$ 3,250	\$ 3,375	\$ 3,500	\$ 3,625	\$ 3,750
V Washington State B & O Tax		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
W Effect of Wa. State B & O Tax	(V/(1-V))	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%	2.564%
X Washington State B & O Tax Amount	(U x W)	\$ 0.071	\$ 0.074	\$ 0.077	\$ 0.080	\$ 0.083	\$ 0.087	\$ 0.090	\$ 0.093	\$ 0.096
Y Section 36 - Government Regulation Adjustment		\$ 0.200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Z Following year Schedule A Rate	(Q + U + X + Y)	\$ 21.09	\$ 21.58	\$ 22.08	\$ 22.59	\$ 23.10	\$ 23.63	\$ 24.16	\$ 24.70	\$ 25.25

Schedule 3

City of Fircrest - Westside Disposal Contract

Schedule 'A' Rates effective 3-1-2021

Garbage, Recycling and Yard Waste Collection

Type of Service	Pickup Frequency	Monthly Base Rates Without Taxes* Effective 3/1/2021
Garbage toter rates below include up to: 3 Yard Waste and 1 Recycling toters.		
12 gal. Garbage Toter, curb	Weekly	\$ 18.59
24 gal. Garbage Toter, curb	Every-other week	\$ 17.28
24 gal. Garbage Toter, curb	Weekly	\$ 27.22
48 gal. Garbage Toter, curb	Every-other week	\$ 25.09
48 gal. Garbage Toter, curb	Weekly	\$ 37.84
64 gal. Garbage Toter, curb	Every-other week	\$ 31.32
64 gal. Garbage Toter, curb	Weekly	\$ 44.27
96 gal. Garbage Toter, curb	Weekly	\$ 58.01
Recycling Toter, per unit (does not apply to accounts charged for Multi-family Recycling)		\$ 15.00
Off-curb Garbage Charge (add to toter rate above) per toter		
Up to 50' off-curb		\$ 8.56
Up to 100' off-curb		\$ 12.20
Over 100' off-curb		\$ 17.09
32 gal. Occasional Extra Garbage Tags:		\$ 8.17
Yard Waste Toter, 64 or 96 gal., per unit		\$ 4.63
Late Payment Fee Minimum		\$ 4.69
Customer stop and restart fee:		\$ 13.93
Toter redelivery fee		\$ 13.93
Return trip charge:		\$ 13.93
Special pickups (requiring a special trip), per pickup		
12 gal. garbage toter		\$ 15.97
24 gal. garbage toter		\$ 18.04
48 gal. garbage toter		\$ 21.35
64 gal. garbage toter		\$ 26.82
96 gal. garbage toter		\$ 34.82
64 & 96 gal. yard waste toter		\$ 16.70
Extra on-route, off-week pickups (not requiring a special trip), per pickup - applies only to every-other week customers		
24 gal. garbage toter		\$ 5.24
48 gal. garbage toter		\$ 9.86
64 gal. garbage toter		\$ 13.04
Commercial Containers (non-compacted)		
Multiply rate X number of pickups per week		
1 yd. Weekly		\$111.30
1.5 yd. Weekly		\$149.33
2 yd. Weekly		\$185.70
3 yd. Weekly		\$280.47
4 yd. Weekly		\$346.41
6 yd. Weekly		\$520.92
Special, Occasional and Return trip Pickups, per pickup		
1 yd.		\$ 33.38
1.5 yd.		\$ 42.82
2 yd.		\$ 52.45
3 yd.		\$ 72.01
4 yd.		\$ 90.95
6 yd.		\$127.93
Multi-family recycling charge, per unit:		\$ 6.19
Truck & driver - per hour		\$110.04
Each additional man:		\$ 47.34

Recycling Commodity Surcharge - applies to all Base Rates 3.98%

Fircrest Utility Taxes and Wa. St. Refuse Collection Tax are not included in rates shown, but shall be shown as line items on customer bills.

Westside Disposal, Inc.

1/5/2021

Schedule 4. -Recycling Commodity Surcharge Calculation for 3-1-21

12 Months

Nov 2018 - Oct 2019

Customer Revenues		\$ 1,220,015.41	100%
Commingled Recycling Charge (amount paid to recycling facility 2019)		-\$47,878.22	-3.92%
Wa. State B&O Tax 1.5%	1.50% 1.5228%	-\$729.11	
Requested Surcharge amount		-\$48,607.33	-3.98%

Effect of Surcharge On The Most Common Service

	Rate w/o taxes 3/1/2020	Requested Recycling Surcharge -3.98%
64 Gal Garbage Cart 1X every-other week	\$30.08	-\$1.20

Comingled Recycling Customers as Basis for Percent of Commodities Distribution

	U.P. & Fircrest Combined		U.P.		Fircrest	
	Tons		Tons		Tons	
64 Gal. Recy	\$2,606.00		1981		625	
96 Gal. Recy	8,973		6952		2021	
Recycling toter add'l	334		334			
Multi-family recycling	4,091		3556		535	
Totals	16,004		12823		3181	
Percent	100%		80.12%		19.88%	
Commodities Distribution		-\$240,881.18 2623.25		-\$193,002.96 2101.85		-\$47,878.22 521.4

Schedule 5

Fircrest Rate & Included Services Comparison

1/7/2021

Most Common Residential Garbage and Yard Waste Cost Comparison

	Lakewood	Murrey's	LeMay	Steilacoom	Puyallup	U.P. Refuse	Tacoma	Pierce Co. Average	Fircrest
1 - 64 Gallon Garbage Cart - Every-other week (or equivalent)	\$ 30.12	\$ 29.49	\$ 26.25	\$ 29.50	\$ 33.39	\$ 30.95	\$ 47.38		\$ 31.32
Yard Waste - 1st	\$ 9.00	\$ 6.18	\$ 6.26	\$ 6.33	\$ 6.78	\$ 8.70	\$ -		\$ -
Yard Waste - 2nd	\$ 9.00	\$ 6.18	\$ 6.26	\$ 6.33	\$ 6.78	\$ 8.70	\$ -		\$ -
Yard Waste - 3rd	\$ 9.00	\$ 6.18	\$ 6.26	\$ -	\$ 6.78	\$ 8.70	\$ 3.00		\$ -
Total Cost per Month	\$ 57.12	\$ 48.03	\$ 45.03	\$ 42.16	\$ 53.73	\$ 57.05	\$ 50.38	\$ 50.50	\$ 31.32
Total Cost as a Percent of Pierce Co. Average	113%	95%	89%	83%	106%	113%	100%	100%	62%

Included Services Comparison

	Value/ yr	Lakewood	Murrey's	LeMay	Steilacoom	Puyallup	U.P. Refuse	Tacoma	Pierce Co. Average	Fircrest
Cleanups included (4 junk loads/ yr. x \$100/load, unlimited yard waste x \$45 per load)	up to \$780	780	N	N	780	780	780	N		780
Bulky Waste Pickup Included (2 loads x \$350 / load)	up to \$700	N	N	N	N	N	N	\$ 700.00		700
Tacoma Landfill Voucher	up to \$100	N	N	N	N	N	N	\$ 100.00		100
Weekly Garbage Pickup Available	convenience	Y	Y	Y	Y	Y	Y	N		Y
Total Annual Value		\$ 780.00	\$ -	\$ -	\$ 780.00	\$ 780.00	\$ 780.00	\$ 900.00	\$ 574.29	\$ 1,580.00
Total Annual Value as a Percent of Pierce County Average		136%	0%	0%	136%	136%	136%	157%	100%	275%

**NEW BUSINESS: Ordinance: Solid Waste Definitions Amendments
ITEM 13D.**

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. , amending Section 1 of Ordinance No. 1579 and Fircrest Municipal Code 6.08.140 relating to the collection and disposal of solid waste, recyclable materials and yard waste for special events.

PROPOSAL: The Council is being asked to approve the proposed ordinance amending the special events section of the Fircrest Municipal Code, section 6.08.140. The new contract, effective March 1, 2021, amends the following sections, as indicated on the attached redline copy:

(A) Spring & Fall Cleanups

Clarify the waste must originate from the customer's personal residence.

Amend the bi-yearly Spring & Fall cleanup days to only Saturdays

Amend the bi-yearly Spring & Fall cleanup notification requirements

(B) Bulky Waste Collection

Add language that requires all carpet & padding to be kept dry for pickup.

FISCAL IMPACT: There is no fiscal impact.

ADVANTAGE: The amendments to FMC 6.08.140 reflect the changes made in the contract amendment with Westside Disposal.

DISADVANTAGES: There are no known disadvantages.

ALTERNATIVES: None. These amendments are pursuant to contract language and therefore, there are no alternatives.

HISTORY: The City has had a longstanding relationship with Westside Disposal for refuse services.

The amendments to the special events are as follows:

- 2016 – Ordinance No. 1579
- 2012 – Ordinance No. 1524
- 2007– Ordinance No. 1433
- 1998 – Ordinance No. 1197
- 1992 – Ordinance No. 1007

ATTACHMENTS: [Ordinance](#)
[Proposed Contract Amendments – Redline \(from Resolution\)](#)
[Clean Copy of Amended Contract \(from Resolution\)](#)

**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING SECTION 1 OF
ORDINANCE NO. 1579 AND FMC 6.08.140 RELATING
TO THE COLLECTIONS AND DISPOSAL OF SOLID
WASTE, RECYCLEABLE MATERIALS, AND YARD
WASTE FOR SPECIAL EVENTS.**

**THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS
FOLLOWS:**

Section 1. Section 1 of Ordinance No. 1579 and Chapter 6.08.140 FMC are hereby amended to read as follows:

6.08.140 Special events.

- A. Spring and Fall Cleanups – The Contractor shall provide drop off facilities at their location to provide the single-family and multi-family resident (no commercial customers or commercial vehicles allowed) of the City the ability to bring any junk, debris, trash, furniture, appliances, etc., with the exception of any hazardous or putrescible waste. The waste must originate from their personal residence within the City. Customers shall make every attempt to have all recyclables and yard waste separate from other items. Customers must be prepared to show some kind of photo identification to show proof of residency in Fircrest. This will occur on Saturdays with hours of 8:00 a.m. to 4:00 p.m. This shall be done on a weekend in April and October of each year. Notification of the dates and times of the cleanup will be mailed and/or published on social media or online for the customers no later than 14 days in advance of the dates of the cleanup. Vehicles shall not exceed the size of a standard pickup truck and materials shall not exceed the height of the cab.
- B. Bulky Waste Collection – The Contractor shall provide to single-family residents the opportunity to request up to 2 times per calendar year curbside pickup of certain bulky items. Requests will be scheduled on a first come, first served basis. There shall be 12 pickups scheduled per week. If more requests than 12 are made, the number in excess of 12 will be scheduled for the following week. The customer must place the item(s) at the curb in such a way as to allow the collection vehicle to have immediate access to the item(s) for pickup. The bulky waste collection shall be offered at no additional cost.

Bulky Waste Item Criteria & Specifications:

5 item limit per pickup.

No single item may weigh more than 300 lbs.

No item may be larger than 4 feet by 8 feet by 3 feet.

All items for pickup must be empty.

No item shall contain liquids, putrescible material or hazardous materials, such as: gasoline, oil, asbestos, chemicals, etc.

Items must be from personal residence only, business or commercial items not accepted.

1 Eligible bulky waste includes the following:

2 Appliances – clothes washers and dryers, cooking stoves and ranges, microwave
ovens, water heaters, refrigerators, freezers, and air conditioners.

3 All appliances must be empty. Doors are not to be removed; however, freezers and
refrigerators must be securely closed and well duct-taped shut.

4 Carpet/Carpet Padding – Carpet must be in rolls no longer than six (6) feet in length
and no wider than one (1) foot in diameter. Carpet padding must be rolled separately.
5 Each roll must be tied or taped at each end. All carpet and padding must be kept dry for
pickup.

6 Furniture – beds, mattresses, box springs, dressers, tables, chairs, couch, trunks, etc.

7 Exercise Equipment – treadmills, bicycles, exercise bike, weight bench, etc.

8 Yard Equipment – mowers, edgers, trimmers (must be emptied of oil and fuel prior
to pickup), lawn furniture.

9 Items Not Eligible:

10 Electronics, home improvement items, riding mowers, automotive parts, water sport
or power sport vehicles, trailers, etc.

11 **Section 2. Severability.**

12 Should any part of this title be adjudged invalid for any reason, such adjudication shall not
affect the validity of this title as a whole or any part thereof.

13 **Section 3. Effective Date:** This Ordinance shall become effective March 1, 2021 after
14 passage, approval, and publication as provided by law.

15 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,**
WASHINGTON, at a regular meeting thereof this 9th day of February 2021.

16 APPROVED:

17
18 _____
Hunter T. George, Mayor

19 ATTEST:

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21 _____
Jayne Westman, City Clerk

22
23 APPROVED AS TO FORM:

24
25 _____
Michael B. Smith, City Attorney

26 Publication Date:

27 Effective Date: