

RESOLUTION R - 3651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO SOLID WASTE COLLECTION AND DISPOSAL, THE INITIATION OF A SINGLE FAMILY RESIDENTIAL SOURCE SEPARATED CURBSIDE RECYCLING PROGRAM AND APPROVING AND RATIFYING THOSE CERTAIN AMENDMENTS TO THE EXISTING CONTRACT WITH SNO-KING DISPOSAL COMPANY, INC TO PROVIDE FOR THE INSTITUTION OF SAID RECYCLING PROGRAM

Whereas, by Kirkland Resolution R3649 the City Council approved the institution of a single family residential source separated curbside recycling program within the entire City of Kirkland and authorized the City Manager to negotiate with Sno-King Disposal Company modifications or amendments to its existing contract with the City as may be required to institute said recycling program, and

Whereas, said amendments have been reduced to an amendment agreement signed by Sno-King Disposal Company, Inc. and the Kirkland City Manager on behalf of the City of Kirkland and submitted to the City Council for its approval and ratification, now, therefore

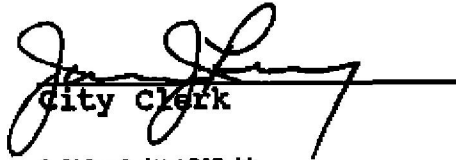
Be it resolved by the City Council of the City of Kirkland as follows

Section 1 Those certain modifications and amendments to the existing contract for solid waste collection between the City of Kirkland and Sno-King Disposal Company, Inc. all as set forth in Attachment A to the original of this Resolution and incorporated herein are hereby approved by the City Council and the signing of said amendatory agreement by the City Manager on behalf of the City of Kirkland is hereby ratified and approved

Passed by Majority vote of the
Kirkland City Council in Regular, open
meeting this 5th day of February,
1991.


MAYOR

Attest


city clerk

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AMENDMENT TO SOLID WASTE COLLECTION CONTRACT
CITY OF KIRKLAND - SNO-KING DISPOSAL COMPANY, INC

This Agreement made and entered into this 5TH day of FEBRUARY, 1991 by and between the City of Kirkland a noncharter code city, hereinafter called "City" and Sno-King Disposal Company, Inc. (a/k/a Waste Management - Sno-King, Inc), hereinafter called "Contractor"

In consideration of the mutual promises, covenants and agreements herein contained, the existing contract for solid waste collection between the City of Kirkland and Sno-King Disposal Company, Inc. as approved and authorized by Kirkland Resolution 3566, is hereby amended as set forth herein.

1 Section 2.1 Term, is amended

The City hereby exercises the option reserved to the City in Section 2 1 and the contract term is hereby extended to December 31, 1997.

2 Section 2.6 Area to be Served, is amended to read as follows:

Effective February 1, 1991 the area to be served shall be the entire area within the City limits of the City of Kirkland as it now exists, or is expanded by annexation or consolidation during the term of this Agreement, in accordance with that certain agreement entered into between the City of Kirkland, the City of Bellevue, the Rabanco Companies, a Washington partnership and Solid Waste Management of Seattle, Inc a Washington corporation and parent company of Sno-King Disposal Company, Inc

3. Section 2.20 Special Arrangements is amended by adding the following new paragraph

Contractor shall also provide collection service for recyclable materials to all municipal buildings owned or occupied by the City (outside collection) at no cost to the City

4. Section 2 21 is deleted from the contract and replaced by a new Section 2.21 to read as follows

2.21 Annexation or Consolidation. Whenever, during the term of this Agreement, areas of unincorporated King County are annexed to the City, Contractor shall commence service in such areas under the provisions of this contract in

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accordance with the provisions of that certain agreement entered into between the City of Kirkland, the City of Bellevue, the Rabanco Companies, a Washington partnership and Solid Waste Management of Seattle, Inc, a Washington corporation and parent company of Sno-King Disposal Company, Inc

5. There is added to Section 2 31 a new subsection 2 31 3 to read as follows

2.31 3 Single Family Residential Source Separated Curbside Collection of Recyclable Materials Commencing April 1, 1991 (or as soon thereafter as collection bins have been delivered to customers by Contractor, estimated to be on or about April 15, 1991) Contractor shall, from single family residential customers who agree to participate, collect and dispose for recycling the following source separated recyclable materials when placed for curbside collection by the customer

a Newspapers - including all inserts and advertising sections.

b Mixed paper - magazines, junk mail, phone books, catalogs, flattened cardboard and food boxes, but excluding tissue, paper towels, papers mixed or coated with plastic or wax, such as milk cartons, frozen food container, etc

c. Aluminum cans, tin cans (food and beverage only), glass bottles and jars (but not window glass) and plastic bottles which were used as containers for liquor, wine, pop, soda, fruit juice, milk and water.

d. Source separated curbside recycling of the recyclable materials listed above shall be carried out substantially in accordance with the "operational plan" attached to this amendatory contract as Exhibit A, including the market price sharing agreement.

e From February 1, 1991 and thereafter until the single family residential recycling program herein set forth is instituted, Contractor agrees to keep in place within the Lower Juanita, North and South Rose Hill areas annexed to the City of Kirkland as of January 1, 1988 the existing single family residential recycling service to those customers within said areas who are currently receiving said recycling service from Eastside Disposal Company

6. There is added to Section 2.31 a new subsection 2 31.4 to read as follows:

2.31.4 Multi-Family Residential Recycling Pilot Program. At no additional cost to City or its customers, Contractor during the year 1991 shall plan, design, and upon City approval implement and commence, within a designated test area of the City, a six month source separated multi-family residential recycling program to include the same recyclable materials as included within the single family recycling program set out above. Should the City thereafter decide to extend the program on a city wide permanent basis, it shall be accomplished in the manner set forth in subparagraph 2 31 "Additional Recycling Services".

7 Section 2.42 is amended to read as follows

2 42 Qualified Senior Citizen's Rate Contractor's compensation for collection of solid waste and recyclable materials from single family residences occupied by qualified senior citizens shall be as set forth in Appendix A Qualified senior citizens means those persons who meet the following qualifications

1. Must be living in a single family residential unit.

2 Applicant and spouse, if married, must be 62 years of age or older.

3. Income must not exceed (from all sources of income), as to either single persons or married persons as the case may be, the annual low income index generated by King County for use in federal housing and Community Development Block Grant Programs in King County

4. A single family residential customer who is either disabled or blind according to Social Security criteria and who also meets the qualifications of subparagraphs 1 and 3, shall be for the purposes of this section a qualified senior citizen customer.

Proof of qualification, including verification of income level, must be made by affidavit of qualification signed by the senior citizen customer and filed with the City

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The City shall provide Contractor on a current basis with the name, address and qualification verification for each qualified senior citizen customer

8 The schedule of rates and charges billed by Contractor to the City of Kirkland as set forth in subparagraph IA of Appendix A is hereby amended to read as follows:

I Residential Service

A Residential Single Family

One pick up per week, everything placed for pick up by resident - mandatory Also includes curbside yard waste collection with yard waste cart and the source separated curbside collection of recyclable materials with collection bins

(For the purpose of tax calculation only, the Contractor's charge reflects the following breakdown)

| | Solid Waste | Yard Waste | Recyclable Materials | Total Per Month |
|-------------------------------|-------------|---------------|----------------------|-----------------|
| Curbside | 6 00 | 2 00 | 1 73 | 9 78 |
| 0-25 Feet | 6 00 | 2 00 | 1 73 | 9 78 |
| 26-50 Feet | 10 61 | Curbside Only | Curbside Only | 10 61 |
| Additional 25 Feet Increments | .80 | | | |

9. Amendment to Appendix B, Schedule of Rental Charges for Residential Garbage Carts (waste wheelers) Appendix B is hereby amended to read as follows

Appendix B - Schedule of rental charges to billed by Contractor to the City for ninety, sixty and thirty-two gallon garbage carts placed in service at residential customer request

| <u>Cart Size</u> | <u>Time Period</u> | <u>Rate Per Month</u> |
|------------------|--------------------|-----------------------|
| 90 Gallon | 1/01/90 - 12/31/91 | \$1 50 |
| | 1/01/92 - 12/31/93 | \$1 60 |
| | 1/01/94 - 12/31/94 | \$1 70 |
| 60 Gallon | 1/01/90 - 12/31/91 | \$1 30 |
| | 1/01/92 - 12/31/93 | \$1 40 |
| | 1/01/94 - 12/31/94 | \$1 50 |
| 32 Gallon | 1/01/90 - 12/31/91 | \$1 10 |
| | 1/01/92 - 12/31/93 | \$1 20 |
| | 1/01/94 - 12/31/94 | \$1 30 |

If a residential customer desires to exchange one cart size for another, there will be an additional "charge" as follows: First exchange in any twelve month period - \$0; each exchange thereafter in any twelve month period - \$10

10. Effective date The provisions of this Agreement amending the existing solid waste collection contract between the City of Kirkland and Sno-King Disposal Company, Inc shall, except as otherwise provided herein, become effective on the first day of April, 1991

Signed at Kirkland, Washington the day and year written above

CITY OF KIRKLAND

By Terrence J. Ellis
City Manager

SNO-KING DISPOSAL
COMPANY, INC , CONTRACTOR

By [Signature]
Vice President

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OPERATIONAL PLAN

I First Phase - (February 1, 1991 - April 1, 1991)

During this period of time Waste Management - Sno-King would subcontract with Eastside Disposal for the continuance of recycling services to the approximate 2000 recycling customers now being serviced in the Rosehill and Juanita neighborhoods. At the same time Sno-King would work with the City staff in developing an informational brochure for a city-wide program, develop a comprehensive public education program, and order the necessary recycling bins and collection vehicles.

II Second Phase - City Wide Implementation

During the first two weeks of April, Sno-King would deliver to each eligible residential customer in the City of Kirkland a set of three recycling bins (one for bottles and cans, one for newspaper and one for mixed waste paper). The customer will also receive an informational brochure which would explain the City's recycling goals, items to be recycled, proper preparation of recycled items, collection scheduling and additional pertinent information.

III Third Phase - Collection Begins

The week following the delivery of a customer's recycling bins, collection of the recyclables would begin. Collection would be provided on a weekly basis (the same day as garbage and yard waste collection). The following items would be collected in this curbside program:

- 1 Newspaper
Including all inserts and advertising sections
- 2 Mixed Paper
Magazines, junk mail, phone books, catalogs, flattened cardboard and food boxes. No tissue, paper towels, paper mixed or coated with plastic or wax (e.g. milk cartons, frozen food containers)
- 3 Aluminum cans
- 4 Tin cans
Food and beverage only
- 5 Glass bottles and jars
No window glass
- 6 Plastic bottles
Liquor, wine, pop, soda, fruit juice, milk and water containers

IV Fourth Phase - Collection Continues

Sno-King would continue to provide curbside recycling services for either a 4 or 5 year period. During that time monthly reports will be provided to the City which quantify weekly participation levels, total tons collected, waste stream diversion factor for this recycling program (as well as other programs in place in the City) and recommendations for improvements to the program. It is anticipated that once this curbside program has been added to the City's recycling efforts, total residential waste stream diversion will exceed 50% which should be highest in King County.

V Contract Terms

The proposed contract would be for a seven year period to allow the garbage and recycling contracts to eventually be bid or negotiated under one contract. The only escalator to prices would be an annual adjustment to the service rate stated below by an amount equal to 65% of the CPI. The contractor would have to comply with the same collection practice and service standards as outlined in the garbage collection contract. This additional recycling service would be added to the services now covered by our existing performance bond. In addition to accommodate the City's desire to participate in higher recycled commodity prices and Sno-King's desire to be protected against dramatic down turns in these same prices, the City and Sno-King would agree to contract language (see attached) that provides for market price sharing. Base prices would be established at the date of contract signing.

For these services Waste Management - Sno-King will be paid the following rate for the first nine months of the contract and thereafter by an amount as adjusted by changes in the CPI as described above:

Rate per eligible household \$1.50

VI Concluding Remarks

Waste Management - Sno-King has enjoyed working with City staff in providing a "Cadillac" yard waste program. For over 20 years Sno-King has demonstrated its total commitment to providing excellent collection services in Kirkland. With the sale of Sno-King to Waste Management three years ago, we were able to add dramatically to the list of services we can now provide without detracting in any way from the level of service we provide or our commitment to the City's total satisfaction.

A curbside recycling program will be an excellent complement to our existing services we provide to the City of Kirkland. With Sno-King providing all three residential services, the customers will be able to have their concerns and questions addressed without the confusion caused by multiple contractors and the City can continue to easily monitor the performance of its collection contractor.

**MARKET PRICE SHARING
Annual Adjustments**

During the term of the collection contract, the City shall share with the Contractor one-half of any portion of increase or decrease in the following market price indicators, that exceeds twenty percent (20%) variation until or unless the market price indicator doubles in price or reaches \$0 or below. If a market price indicator doubles in price the City shall receive 100% of the increase above the doubled amount. If the market price indicator falls below \$0 the City shall pay 100% of the decrease below \$0

Payment to the Contractor or the City for tonnage collected during a year shall be paid in equal amounts over a twelve month period beginning with the first month of the following year. The amount of payment will be based on a twelve month weighted average of sales prices calculated for the twelve month period commencing July 1st and ending June 30th of the previous year for each commodity and an application of this weighted average sales price to the guidelines outlined in the previous paragraph. The initial calculation of the twelve month weighted average sale of prices shall be from July 1, 1991 through June 30, 1992 with payment based thereon to begin January 1, 1993.

Market price indicators - January, 1991.

Tin Cans - The standard quotation from MRI, Corporation, Seattle, for delivered loads of weighed, clean, flattened tin cans. The base price per long ton (2240 lbs.) is \$55/

Glass - The standard quotation from Fibres International Co., Seattle, for delivered loads of color-separated glass containers exceeding 2500 pounds The base price per ton is \$40.

Newspaper - The average standard quotation from Jefferson-Smurfit, Seattle, Rabanco Co., Seattle, and Fibres International, Bellevue, for delivered loads of 200 lbs. The average base price per ton is \$5.83.

Mixed Waste Paper - The Pacific Northwest weekly quotation for mixed waste paper published in the Mill Trade Journal, Northbrook, IL The base price per ton is \$10.00 (In case of a quotation in range in prices, the mid point of the range shall serve as the market price indicator)

Aluminum Cans - The average standard quotation from Reynolds Aluminum Recycling Co , Kent, Fibres

International Co., Bellevue, and Rabanco Co ,
Seattle for delivered loads of 25 lbs The
average base price per ton is \$ 26

PET & HDPE Plastics - The average standard
quotation from O'Neil and Associates for PET
plastic prices The base price per ton is \$320

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