

City of Stanwood



Stanwood City Council Special Meeting Workshop

Thursday, October 14, 2021



CITY OF STANWOOD CITY COUNCIL SPECIAL MEETING

City Council Workshop
Thursday, October 14, 2021- 5:00 p.m.

This meeting will be conducted by telephone and online via Zoom,
Connection information will be posted on City Website—
<https://www.stanwoodwa.org>

AGENDA

1. SR-532 Survey Results
2. Solid Waste/Recycling Survey Results
3. Adjourn



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 1

DATE: October 14, 2021

SUBJECT: SR 532 By-Pass and Downtown Alternatives Survey Results

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Study Results Summary Memo by TranspoGroup
B – Study Results Presentation

PURPOSE

The purpose of this agenda item is for Council acceptance of the SR 532 By-Pass and Downtown Alternatives Survey results prepared by TranspoGroup, the city's on-call traffic engineers.

BACKGROUND

The City of Stanwood received \$50,000 in grant funds in early 2021 to evaluation options to improve traffic flow on SR 532 through the downtown area. Work included an evaluation of potential roundabout locations, a northern by-pass route to Skagit County and pedestrian mobility along SR 532 in downtown. The project goal was to determine how best to maintain adequate traffic operations for existing motorists and expected growth while ensuring that Stanwood maintains its historic downtown sense-of-place.

ANALYSIS

In 2020 the City conducted an origins and destinations study to better understand traffic volumes on SR 532 and where people are going. The study showed that approximately 20% of the daily traffic on SR 532 was heading north to Skagit County via 102nd Avenue or Pioneer Highway.

A new bypass road connecting SR 532 north to Skagit County has been suggested as a method to better distribute traffic volumes from SR 532 to I-5 and points north. A bypass road provides an opportunity to reimagine SR 532 through downtown Stanwood for all modes and users within the existing right of way. A multimodal corridor could include roundabouts at strategic locations, vehicle travel lanes, wide sidewalks, walking trails, and bicycle paths.

TranspoGroup was hired to prepare concept alignment options for the by-pass and pedestrian mobility on SR 532. Five by-pass options and four multimodal corridor

designs were prepared. To gauge how the public felt about the options, an on-line public survey was held between June 21 and July 24, 2021. 107 responses were received with about 50 percent of those from Camano Island. Only 8-percent of responses were from those living in Downtown Stanwood. The remaining responses were split between Uptown Stanwood, unincorporated Snohomish County and a few identified as “other”.

By-Pass Alignment Options:

Overall, bypass alignment B, which meets SR 532 at the future Ovenell park entrance roundabout, does not split existing farmlands, and meets 102nd Ave NW just south of the BNSF railroad, was preferred by the majority of respondents. The least preferred option was alignment E, which adds a new roundabout intersection, does require splitting of existing farms, follows/crosses the BNSF alignment, and intersects 102nd Ave NW north of the City limits.

By-Pass Options



Most Preferred



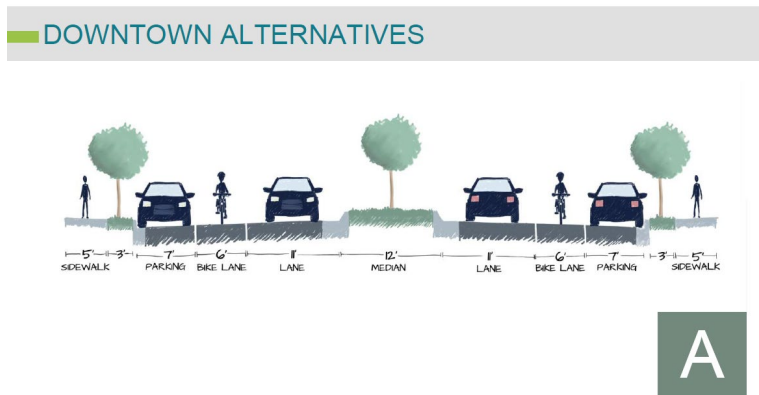


Least Preferred

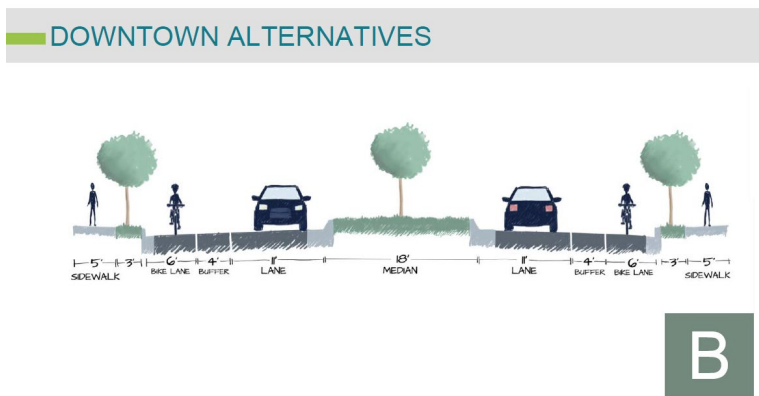
Downtown Mobility Options:

There was no clear choice, overall, for the Downtown section. Sections A (bike lanes) and C (south side two-way cycle track) tied in the total votes.

Downtown Alternatives

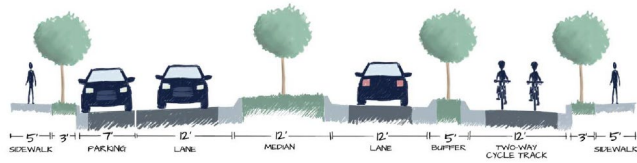


Bike Lane with On-Street Parking



Bike Lane without On-Street Parking

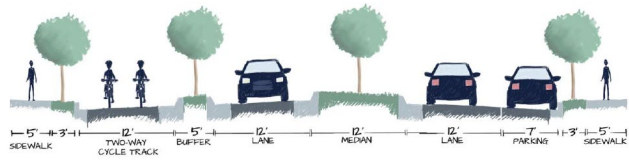
DOWNTOWN ALTERNATIVES



C

Cycle Track on South Side; Parking on North Side

DOWNTOWN ALTERNATIVES



D

Cycle Trance on North Side; Parking on South Side

The attached TranspoGroup report and presentation slides provided the full summary of the survey results.

Fiscal Impact			
High level rough cost estimates were prepared for each of the by-pass options which ranged from \$23 - \$32 Million. No estimates have been prepared for the downtown alternatives yet. Next steps include seeking grant funding to prepare a full site and environmental feasibility study of Option B.			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

The report and survey results provide the foundation for additional study of the by-pass concept and possible reconfiguration of the downtown right-of-way to provide improved bike and pedestrian access. Staff will use this information and Council direction to determine next steps which could include seeking grant funding or state appropriation funds to prepare a feasibility study and preliminary concept design. Staff recommends accepting the reports as written.

Committee/Board Recommendation:

The study results were presented to the Public Works Committee on September 13, 2021. In general, the Committee liked Option B for the by-pass, but had concerns about how the landscape median, as described in the downtown alternatives, may affect left turns and business access. Below is a summary of their comments:

- Councilmember Johnson liked option B for the SR532 Bypass but is concerned about the amount of property acquisition and the willingness of the property owners to sell ROW.
- Councilmember Williams liked option B for the SR532 Bypass, she prefers to take the ROW from the farmland instead of the two homes at the intersection.
- Councilmember Williams has concerns about the Downtown Alternatives:
 - The 12' median with plantings will be an inconvenience to shoppers and it will cut off businesses.
 - The parking lane drafted on the alternatives is not necessary. There are no businesses in a large portion of the project area, the businesses that are there do not have egress or ingress and it's not allowed per WSDOT.
- Councilmember Pearce is in favor of option B for the SR532 Bypass as it follows the parcel lines, and he agrees with Councilmember Williams about taking the ROW from the farmland.

MEMORANDUM

Date:	October 4, 2021	TG:	21010.03
To:	Patricia Love, City of Stanwood		
From:	Brett Schock, PE, AICP, RSP2i, Transpo Group		
cc:	Patrick Lynch, AICP, Transpo Group		
Subject:	Executive Summary: SR 532 Bypass and Downtown Corridor Project and Public Engagement		

The City of Stanwood conducted the SR 532 Bypass and Downtown Corridor Project to understand congestion at the intersection of SR 532 and 102nd Avenue NW and options to improve the multimodal conditions and aesthetics on SR 532 in Downtown Stanwood.

The project considered the two planned roundabouts on SR 532 near 98th Dr NW and west of downtown Stanwood as “existing conditions”. The roundabouts are separate from the recommendations of the Bypass and Downtown project but are a necessary component of the overall SR 532 transportation improvements.

One of the proposed methods to improve the function of the SR 532 Downtown Corridor is to provide a bypass on the northwest side of Downtown. The bypass would remove up to 20% of traffic from SR 532 through downtown, alleviating congestion and delay. For the Project, alternative plans for an alignment of the bypass roadway were developed. A preferred alternative alignment was selected based on an engineering feasibility analysis and the feedback of the public who will be affected by the new Bypass. The potential economic impact of a bypass was not considered in the evaluation of the feasibility of a Bypass. The assessment of the Project focused on the technical feasibility of a Bypass roadway.

Assuming the roundabouts and Bypass are constructed, the Project developed alternative sections for the SR 532 corridor in Downtown Stanwood to improve active mode safety and comfort, as well as aesthetics. The Downtown sections include access management, which limits left turns to side streets and driveways to a limited number of discreet locations, rather than an open two-way left turn lane. Access management has demonstrated safety and operational benefits to drivers, is very beneficial for active mode safety and would be a strongly preferred design philosophy for SR 532 between the two proposed roundabouts.

Updated Traffic Operations Analysis

The previous analysis as documented in the December 20, 2019 *SR 532 Corridor Study* (Transpo Group) memorandum was updated to reflect new origin-destination information as well as a change in traffic control assumptions. The 2019 study included a bypass scenario that would divert traffic away from the problematic SR 532/102nd Avenue NW intersection, thus reducing the need for additional widening along SR 532. Roundabouts were assumed at two locations, the future Ovenell Park Road entrance (also the bypass endpoint) and at 98th Avenue NE.

Partial access control was also assumed along the corridor for this scenario, meaning that several driveways and roadways between the two roundabouts may have restricted turning movements to improve traffic flows and reduce risk of collisions. Most restrictions would impact left-turns to/from the SR 532 corridor, which could be replaced with a right turn and a u-turn at one of the downtown roundabouts. The downtown area also includes a grided street network, which would allow left-turning traffic to utilize parallel local streets to reach less-restricted access points.

Recent origin-destination travel pattern analysis shows about 18 to 20 percent of Camano Island traffic has an origin or destination to Skagit County or points northward. This was based on *Streetlight Data* information, which represents data sets from existing vehicle fleet and cellphone GPS data sets. The forecasted shift in volumes to the bypass in the 2019 study were reviewed and confirmed to match this 18 to 20 percent pattern. In other words, there was no need to change the forecasted volumes in the 2019 study based on this new information.

The 2019 study scenario with the bypass was also updated with new traffic control assumptions. In the original analysis, the intersection of SR 532/102nd Avenue NW was assumed to continue with traffic signal control. The updated analysis assumed that the bypass scenario would no longer have a traffic signal at the 102nd Avenue NW intersection. The intersection would have no turn restrictions (full access allowed), and stop signs would control the north and south legs of the intersection. With stop-sign control, the intersection is anticipated to operate acceptably (LOS C or better most moments) though left-turns onto SR 532 would be difficult during peak hours (LOS E or F). For the south leg, most traffic movements are oriented to the east; entering traffic would be turning left from SR 532 and exiting traffic would be turning right on to SR 532 (minimal left-turns onto SR 532). For the north leg, it is expected that most southbound left-turning traffic would divert along 270th Street NW or 271st Street NW to access the new roundabout at 98th Drive NW during peak traffic conditions. During non-peak conditions, left turns would likely occur at normal locations along the corridor. Roundabouts would also provide u-turn routes as an alternative for these left-turning vehicles.

The updated analysis suggests that a traffic signal is optional at the SR 532/102nd Avenue NW intersection assuming the bypass is constructed as well as the two downtown roundabouts. Without a signal, there may be a need to provide RRFB or HAWK treatments to better facilitate pedestrian and bike crossings along the SR 532 corridor through downtown.

SR 532 Project Overview

Project Goals

The project team, working with the City of Stanwood, identified four goals guiding the project. The project team's goals include:

- Relief of traffic congestion along SR 532 in Downtown Stanwood
- Comfortable, safer walking and biking mobility within Downtown Stanwood
- Reduced travel times between Camano Island, Skagit County, and the I-5 Corridor
- Create a sense of community and commerce within Downtown Stanwood

The project goals were used as the guiding principals in the design of alternatives for an SR 532 bypass and sections for a revisioning of SR 532 through Downtown Stanwood.

SR 532 Bypass Alignment Alternatives Design Process

Many factors were considered by the project team in the process of evaluating potential alternative alignments for the bypass. The range of considerations included, but was not limited to:

- Design speed for vehicle traffic, including measures to calm or otherwise limit high end vehicle speeds
- Alignment with future City roundabout, roadway, park and trail development plans
- Limiting impacts to existing residential and commercial development
- Limiting impacts of right of way acquisition to the function and utility of existing farms and potentially divided parcels

- Crossing or aligning with the BNSF right of way, and the potential for delays in construction timeline from negotiation with the railroad
- Environmental concerns for wetlands and waterways on the west side of Downtown

The design team created several possible alignments through three design areas:

- **Southern segment**, with alternative tie-in locations to SR 532 between the existing bridge and the future Ovenell park entrance and roundabout.
- **Central segment**, with alignments that had a range of potential impacts from right of way acquisition on the existing and future function of farm lands, and considered the environmental factors related to wetlands and waterways.
- **Northern segment**, with alternative tie-ins within the City of Stanwood, north into unincorporated Snohomish County, and several options for crossing, aligning with or avoiding the BNSF railroad.

Options within each segment were developed along with pros and cons for evaluation by the project team and the City. Based on City feedback, five alignments were chosen to advance to the public feedback stage of the project.

Planning-level cost estimates were developed by the Project team for each of the five bypass alternatives. The cost estimates in Table 1 are intended to provide a guide for assessing the benefits and considerations of each alternative and the selection of a preferred alternative. Cost estimates are in 2021 dollars. Cost estimate details can be found in the appendix.

Table 1. SR 532 Bypass Alternatives

Planning-level cost estimates

Bypass Alternative	Construction Estimate ²	Engineering Design, Permitting, etc. ³	Right of Way	Total Estimated Cost
Alternative A	\$17,030,000	\$5,960,000	\$1,820,000	\$24,810,000
Alternative B	\$15,380,000	\$5,380,000	\$1,930,000	\$22,690,000
Alternative C	\$17,930,000	\$6,280,000	\$2,290,000	\$26,500,000
Alternative D	\$20,900,000	\$7,320,000	\$2,680,000	\$30,900,000
Alternative E	\$21,620,000	\$7,570,000	\$2,650,000	\$31,840,000

1. All costs in 2021 dollars

2. Costs include a 35% contingency to reflect early levels of design

3. Engineering design, permitting, construction management and other "soft costs" estimated at 35% of construction cost

SR 532 Downtown Section Alternatives Design Process

Several types of bicycle facility were considered by the project team for the downtown segment between the roundabouts at the future Ovenell Park and 92nd Avenue NW. Regardless of the type of bicycle facility, maintaining or widening the existing sidewalks, adding street trees and improved plantings in existing planter strips, and installing curbed medians with street trees and other landscaping were considered for all alternatives. The reduction or elimination of on-street parking was considered for all revised sections.

Bicycle facility types considered included:

- Striped bicycle lanes, repurposing existing wide on-street parking
- Buffered bicycle lanes, with striped buffers and possible intermittent physical barriers in the buffer where not conflicting with driveways
- Shared use paths, widening and/or replacing existing sidewalks on one or both sides
- Raised cycle tracks, one- or two-way, on either the north or south side of the street

- Median-protected cycle tracks, one- or two-way on either the north or south side of the street

The design team considered not only the existing development and roadway infrastructure, but future City plans for parks and trails, including Ovenell Park, a trail connection near the 92nd Avenue NW roundabout, and potential future extension of the bicycle facilities east of 92nd Avenue NW.

Optional sections were developed along with pros and cons for evaluation by the project team and the City. Based on City feedback, four sections were chosen to advance to the public feedback stage of the project.

SR 532 Stanwood Mobility Survey

The stakeholder and public engagement strategy was focused on an online open house format, linked from the City's website. An online open house allows the stakeholders and public to review project information and provide feedback at a time when it is convenient for them. The online open house helps to address barriers to public engagement from overlapping time commitments, child and family care concerns, and public speaking fears. In addition, online-based engagement meets the current public health guidance and requirements related to COVID-19. Online engagement does have barriers for those who are less familiar or comfortable in an online environment or those without easy access to high-speed internet. Paper copies of the survey and website information were made available and provided by the City upon request. The results of all responses are included in the public engagement data. The survey was advertised by the City through email blasts, posts on the City's website, and social media posts by the City. Advertising of the survey was conducted at the survey kickoff and a second round of advertising and announcements were made one week prior to the closure of the online survey. The project information remains available to the public, although the survey has been disabled.

The online open house was designed around three objectives:

1. Find out how the public feels SR 532 is functioning today
2. Learn about priorities and gather feedback on routing for a northwest SR 532 bypass
3. Learn about priorities and gather feedback on cross section options for SR 532 in Downtown

Summary of Responses

The online and paper survey received 107 total responses in the five weeks that the online survey was active (June 21, 2021 through July 24, 2021). Respondents self-identified their geographic location. Half of the 107 responses were received from Camano Island residents. Only 8-percent of responses were from those living in Downtown Stanwood. The remaining responses were split between Uptown Stanwood, unincorporated Snohomish County and a few identified as "other". Because the majority of the responses came from outside of the City of Stanwood, both the total responses, and the responses broken down by self-reported geography were analyzed.

Project Goals

The public was asked to rank the importance of the four identified project goals. Relief of congestion and reducing travel times through Stanwood ranked highest, and creating a safer multimodal environment and a sense of community in Downtown ranked lower. Considering the geographical split of responses, the distribution of support for the project's goals is not unexpected.

The survey sought feedback on what is and is not working well on SR 532 under existing conditions. The public felt that SR 532 is currently functioning well as a roadway for regional traffic with good business access and parking. SR 532 falls short as an attractive point of community pride and as a safe and comfortable environment for pedestrians and cyclists.

A graphical summary of the responses on the project goals is included in the appendix.

SR 532 Bypass Alignment Design Factors

To determine the best alignment for a bypass, five factors were considered by the project team as the highest priority and were presented to the public for feedback:

1. Impacts to farmland and right of way acquisition
2. Crossing or following of the existing BNSF railroad right of way
3. Estimated project cost and complexity
4. Traffic speed, including both the travel time for the bypass and calming speeds to meet posted speed limits
5. Time to construct, including permitting complexity and grant funding possibilities

The public was asked to rate the design factors based on their level of concern. Overall, traffic speed and farmland/right of way impacts were of the most concern. Project cost and railroad-related issues were of least concern. Summary plots of the of the responses to design factors for the alignment are included in the appendix.

When looked at by geography, the highest concern factors change. Camano Island residents considered time to construct and traffic speed to be the most important. Snohomish County residents were most concerned with farmland/right of way and the railroad crossing. Downtown Stanwood residents were least concerned about cost but had traffic speed and farmland/right of way listed as high concerns.

SR 532 Bypass Alignment Alternatives

Five conceptual alignments were developed based on the process and factors described above. A description of each alignment and descriptions of how each addressed the factors was provided to the public on the open house website. A depiction of each of the five alignments is included in the appendix.

Overall, **bypass alignment B**, which meets SR 532 at the future Ovenell park entrance roundabout, does not split existing farmlands, and meets 102nd Ave NW just south of the BNSF railroad, was preferred by the majority of respondents. The least preferred option was alignment E, which adds a new roundabout intersection, does require splitting of existing farms, follows/crosses the BNSF alignment, and intersects 102nd Ave NW north of the City limits. Camano Island respondents' preferences did match the totals, as did Downtown Stanwood. Snohomish County residents favored E as much as B, and uptown Stanwood actually preferred alignment A, which closely follows the existing Stanwood western City limits. Graphical summaries of the responses are included in the appendix.

In an open-ended follow up question on why the preferred alignment was selected, respondents cited alignment B's favorable balance of farmland and right of way impacts, compared to other alignments, and its compatibility with the planned roundabouts on SR 532 and future Ovenell Park.

SR 532 Downtown Section Design Factors

The survey asked respondents to also rate factors used to develop alternative sections for SR 532 through Downtown Stanwood. The five factors considered by the project team were:

1. Bicycle and pedestrian safety and comfort

2. On-street parking
3. Roadway aesthetics
4. Efficient vehicle throughput
5. Maintaining left turns and business access points (access management)

Overall, efficient vehicle throughput and maintaining left turns were rated as the highest concerns. Bicycle and pedestrian safety and comfort and on-street parking were rated as the least concerns. Summary plots of the of the responses to design factors for the Downtown section are included in the appendix.

SR 532 Downtown Section Alternatives

Four conceptual sections for SR 532 through Downtown Stanwood were developed for the survey. The sections incorporate either painted bike lanes between the existing curbs or a median-separated two-way cycle track. Reducing the total number of lanes and increasing the number of street trees in the roadside planter strips and new curbed medians is common between all four sections. All downtown alternatives require the bypass to be constructed to operate within City standards for acceptable level of service. The four section figures can be found in the appendix.

The geographic differences for the factors for the Downtown section were more pronounced than for the bypass. Parking and active mode (bicycle and pedestrian) safety were the highest-rated factors for Downtown Stanwood respondents, while all other geographies rated parking and active mode factors of least concern. Camano Island residents were the only location to highly rate efficient vehicle throughput.

There was no clear choice, overall, for the Downtown section. The geographical concerns of the various respondents weighed heavily on the final selections. Sections A (bike lanes) and C (south side two-way cycle track) tied in the total votes, Downtown Stanwood respondents, who would likely most benefit from many of the improvements in any of the sections, preferred Sections B (buffered bike lanes) and D (north side two-way cycle track). The vote totals for each preferred section were nearly tied. Graphical summaries of the responses are included in the appendix.

In an open-ended follow up question on why the preferred section was chosen, Camano Island residents preferred dedicated separated bike facilities (two-way cycle tracks) to mixed-traffic striped bike lanes. While some respondents had concerns about a loss of on-street parking, primarily from areas outside of Downtown Stanwood, Downtown Stanwood residents favored sections that reduced or eliminated parking on SR 532.

General Public Comments

The survey concluded with open-ended questions about any other concerns, factors or suggestions for the project. A “word cloud” style assessment of the common words in the responses, and review of the individual comments yielded a few concerns for the project team to consider. A lack of viable solutions for westbound or southbound traffic was expressed. There was a general lower level of support for accommodation of active modes, especially from those on Camano Island and in Snohomish County. Several respondents spoke favorably of the future plan for roundabouts and expressed a desire for both the bypass and Downtown projects to integrate with roundabouts.

SR 532 Public Engagement Summary

Public engagement is an important component of the recommended bypass alignment and Downtown section for the project. The online open house was successful in obtaining feedback from the public on the project process and progress.

As a result of the feedback received, bypass alignment alternative B is proposed to be advanced as the recommended alternative for the SR 532 bypass.

The public feedback was not definitive on a preferred Downtown section. The preference for considering safety benefits expressed by Downtown Stanwood respondents favors the modally separated cycle tracks (Alternatives C and D). Further engineering analysis on the feasibility and impacts of the modally separated alternatives, compared to striped bike lanes, will be used to determine the recommended alternative.

ATTACHMENT A

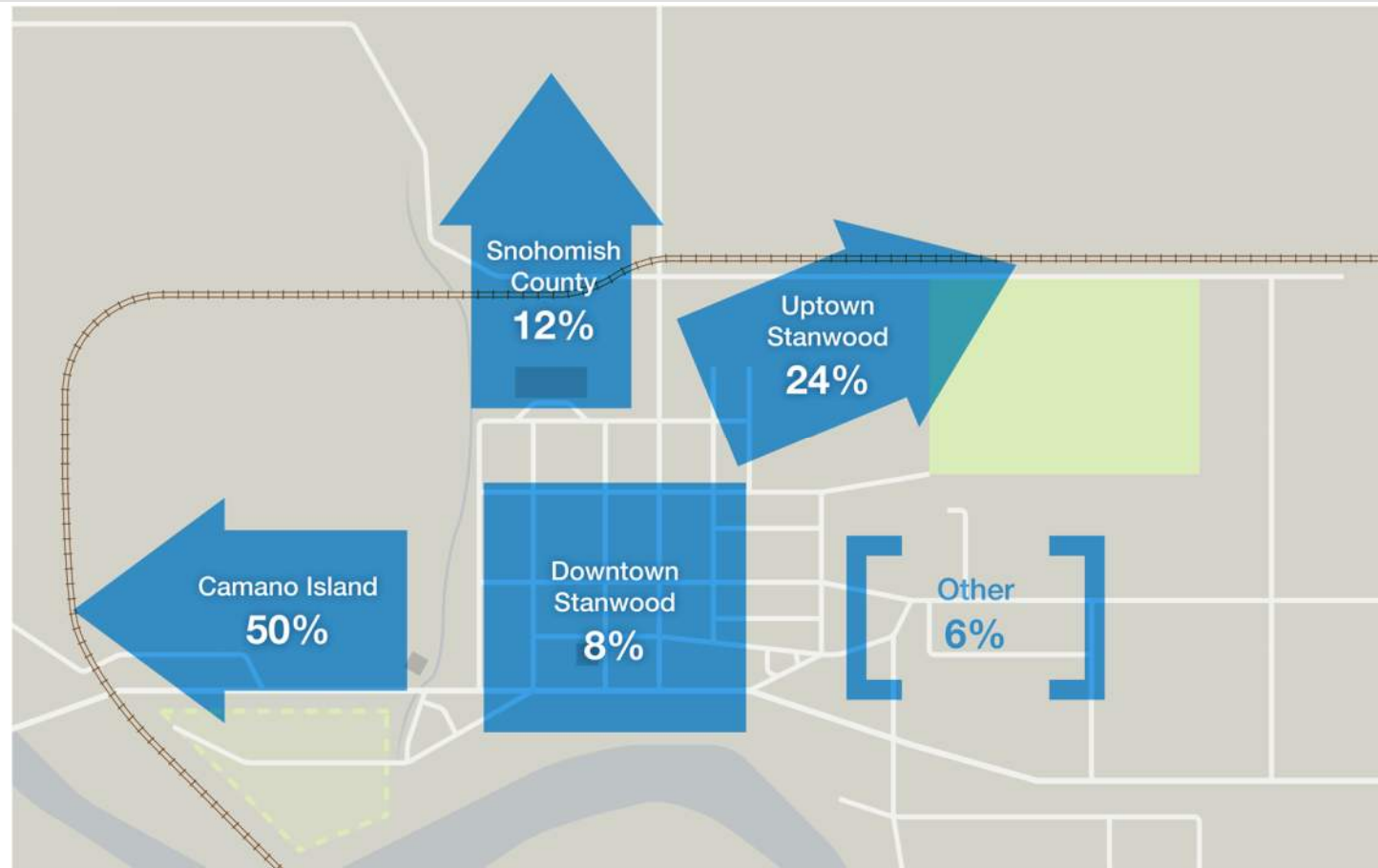
Respondent Geographical Distribution

Project Goals Feedback

SURVEY DESIGN

Survey Respondents

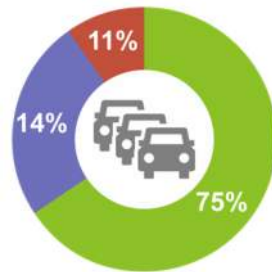
107 Total Responses



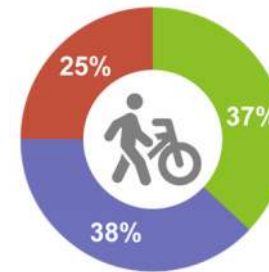
SR 532 BYPASS GOALS

**Participants
were asked:**

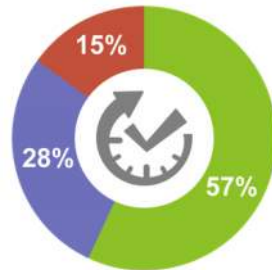
*How important
are the following
project goals
to you?*



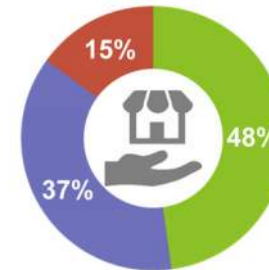
Relief of traffic congestion along SR 532 in downtown Stanwood



Comfortable, safer walking and biking mobility within downtown Stanwood



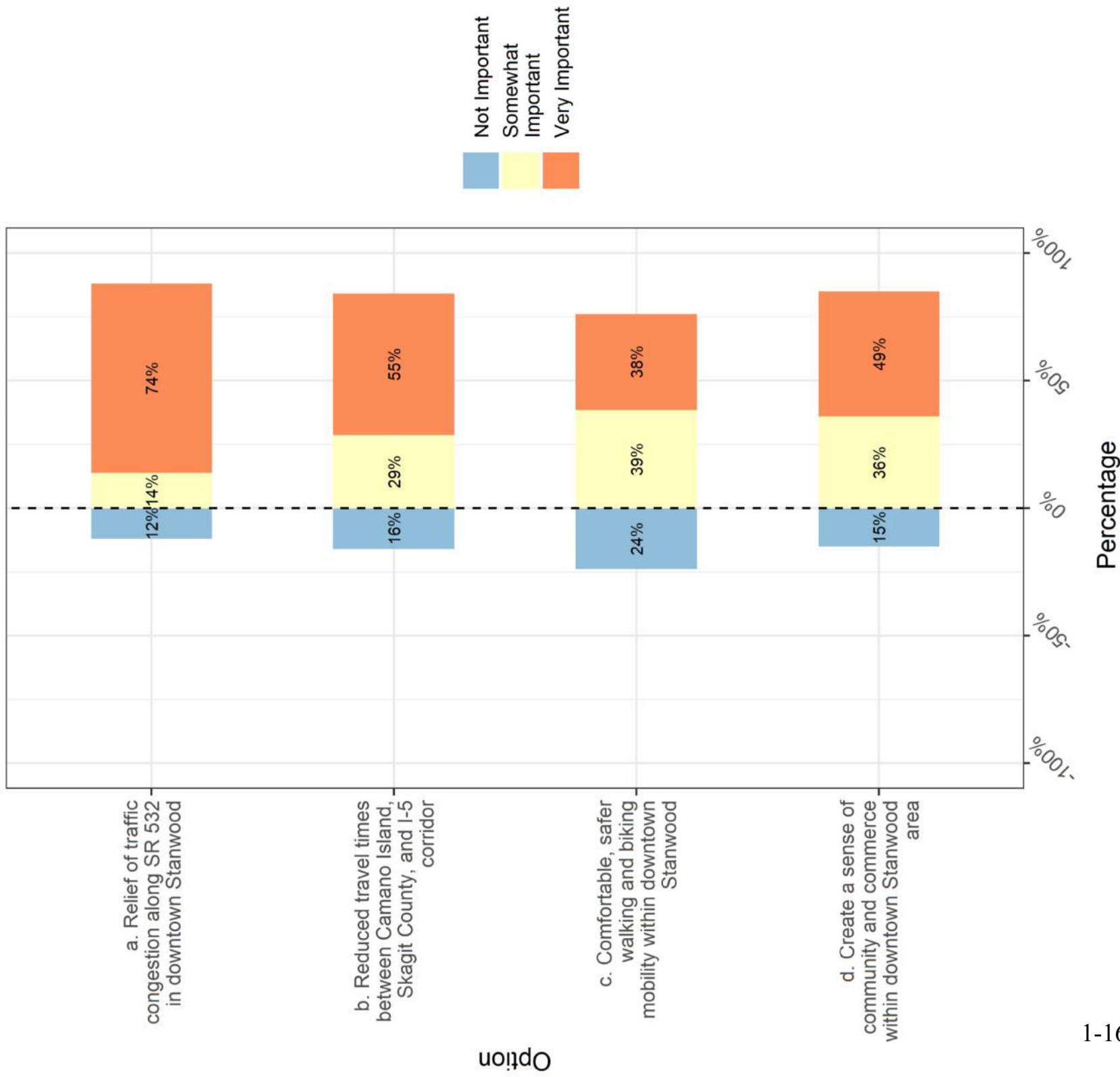
Reduced travel times between Camano Island, Skagit County, and the I-5 Corridor



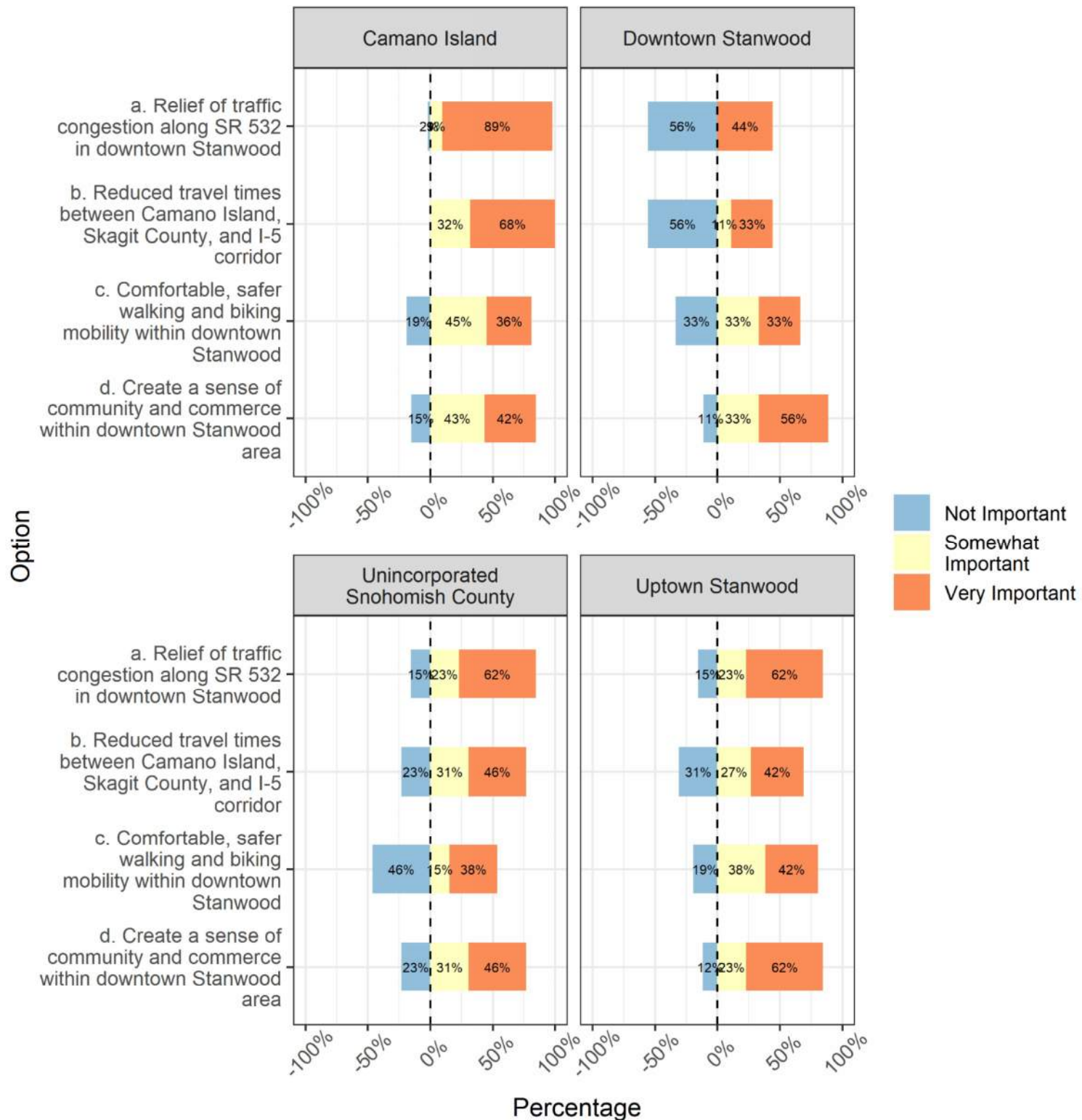
Create a sense of community and commerce within downtown Stanwood



1. How important are the project goals to you:



1. How important are the project goals to you:



ATTACHMENT B

SR 532 Bypass Design Factors

EXISTING CONDITIONS: SR 532 BYPASS CONCERNS

MOST CONCERNED



**TRAFFIC
SPEED**



**FARMLAND
IMPACTS/ROW**

LEAST CONCERNED

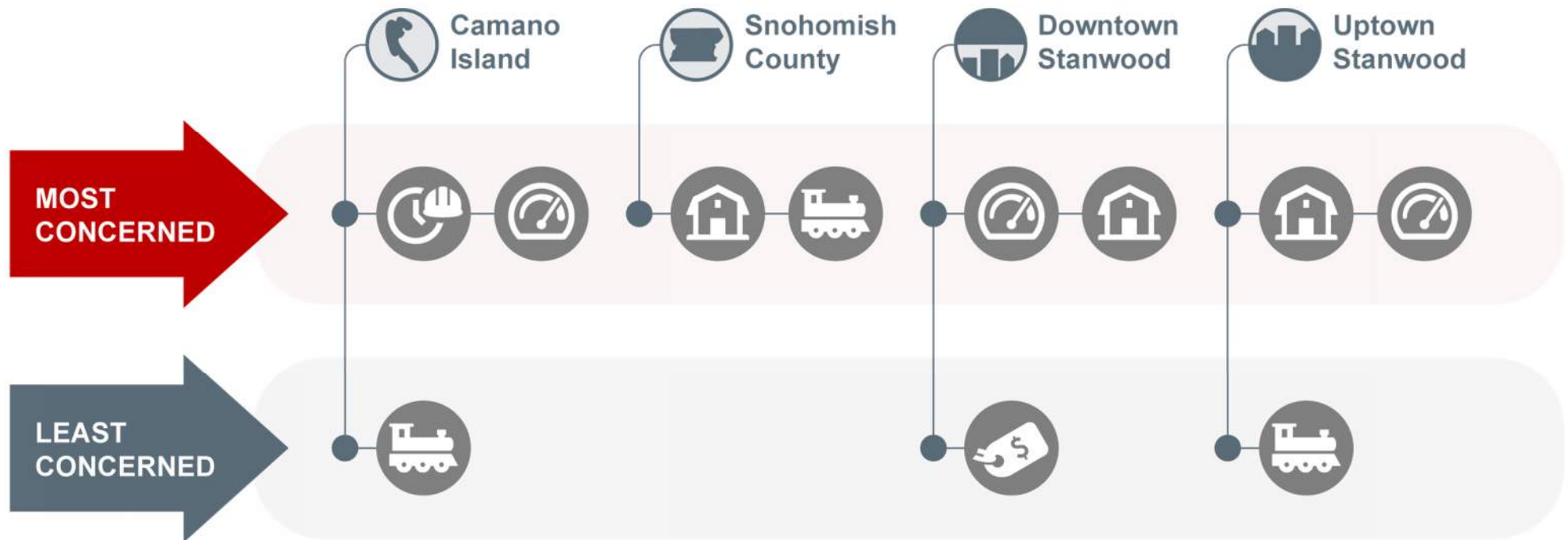


COST

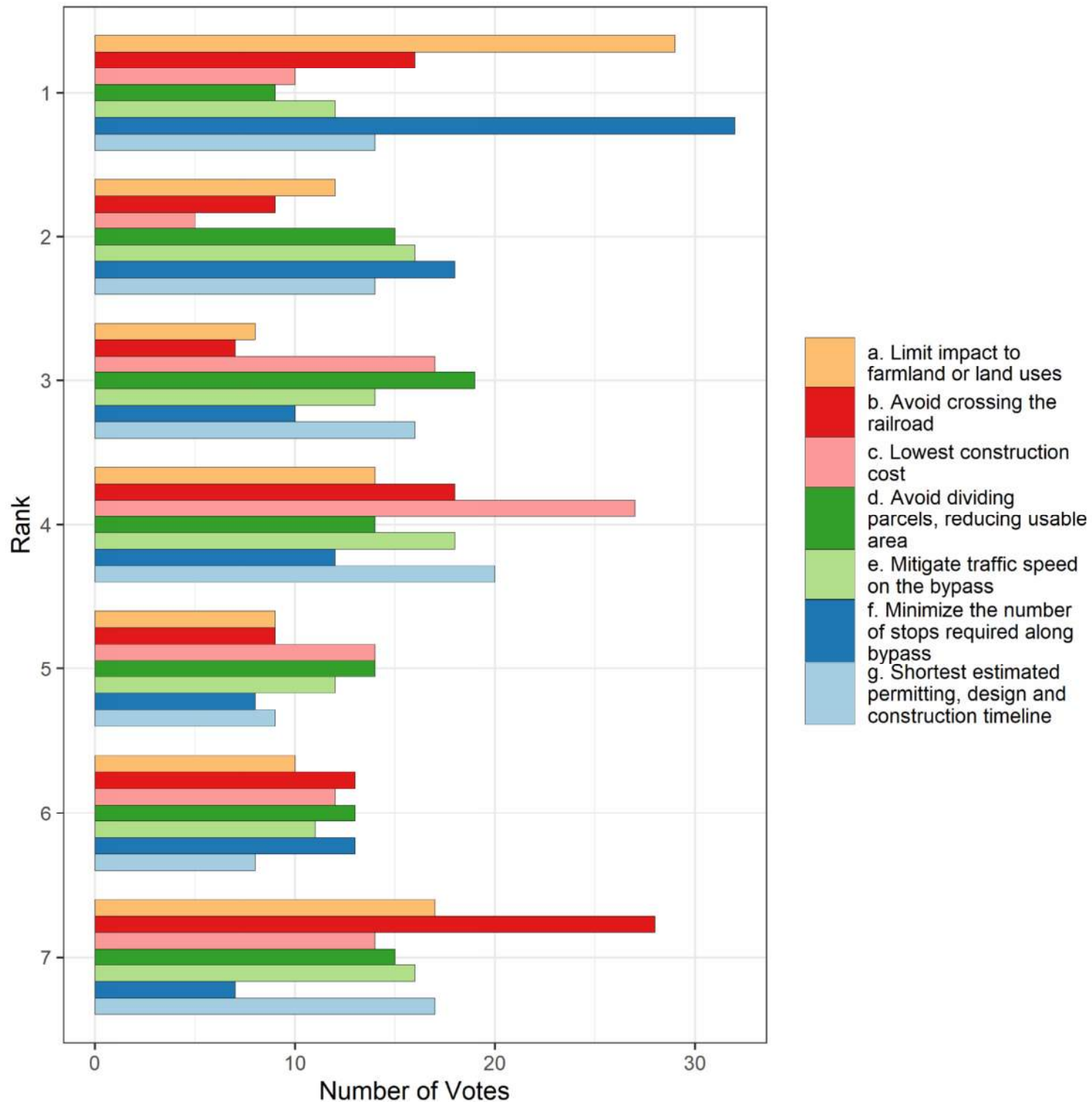


**RAILROAD
CROSSING**

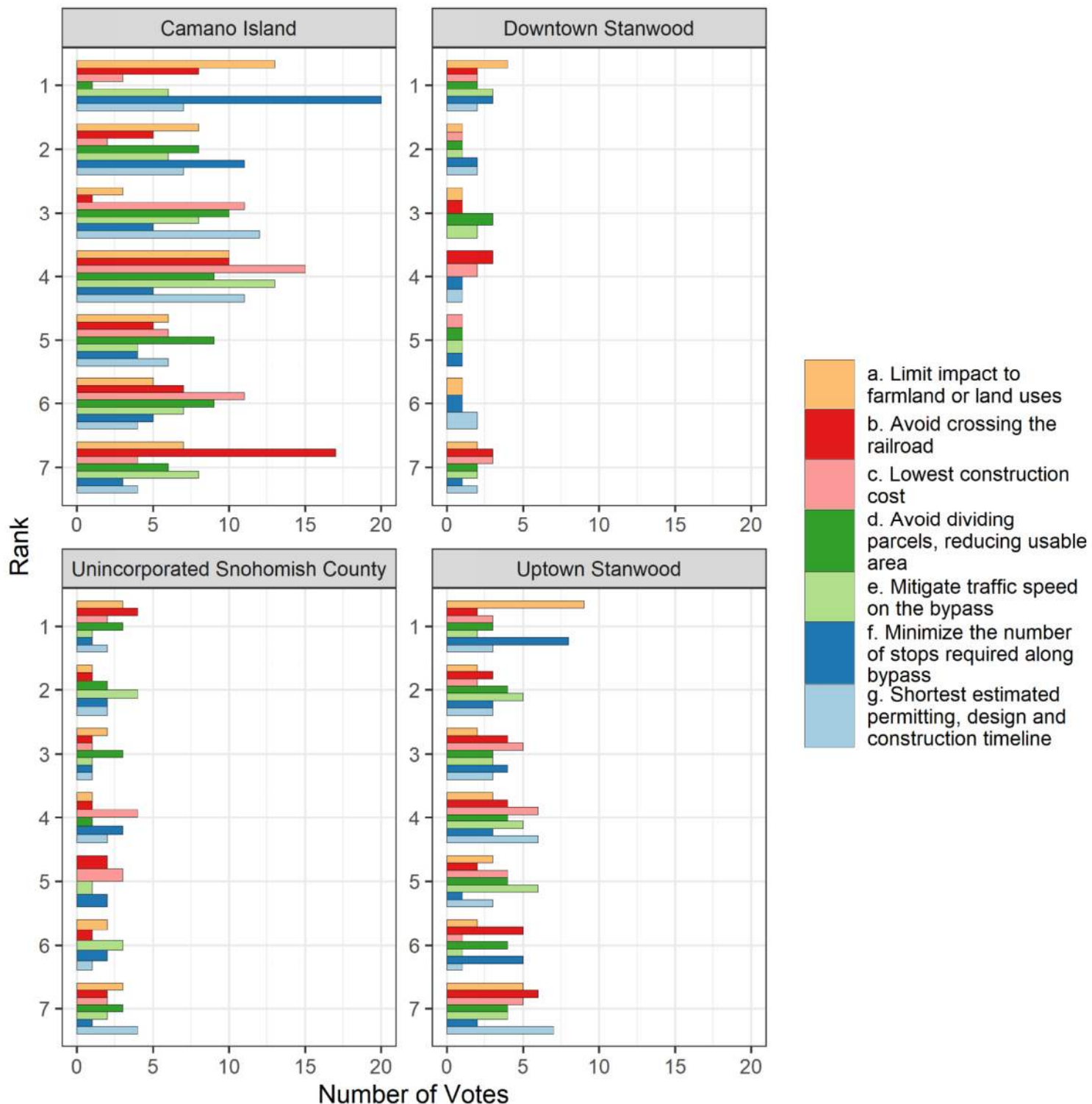
SR 532 BYPASS CONCERNS: BY LOCATION



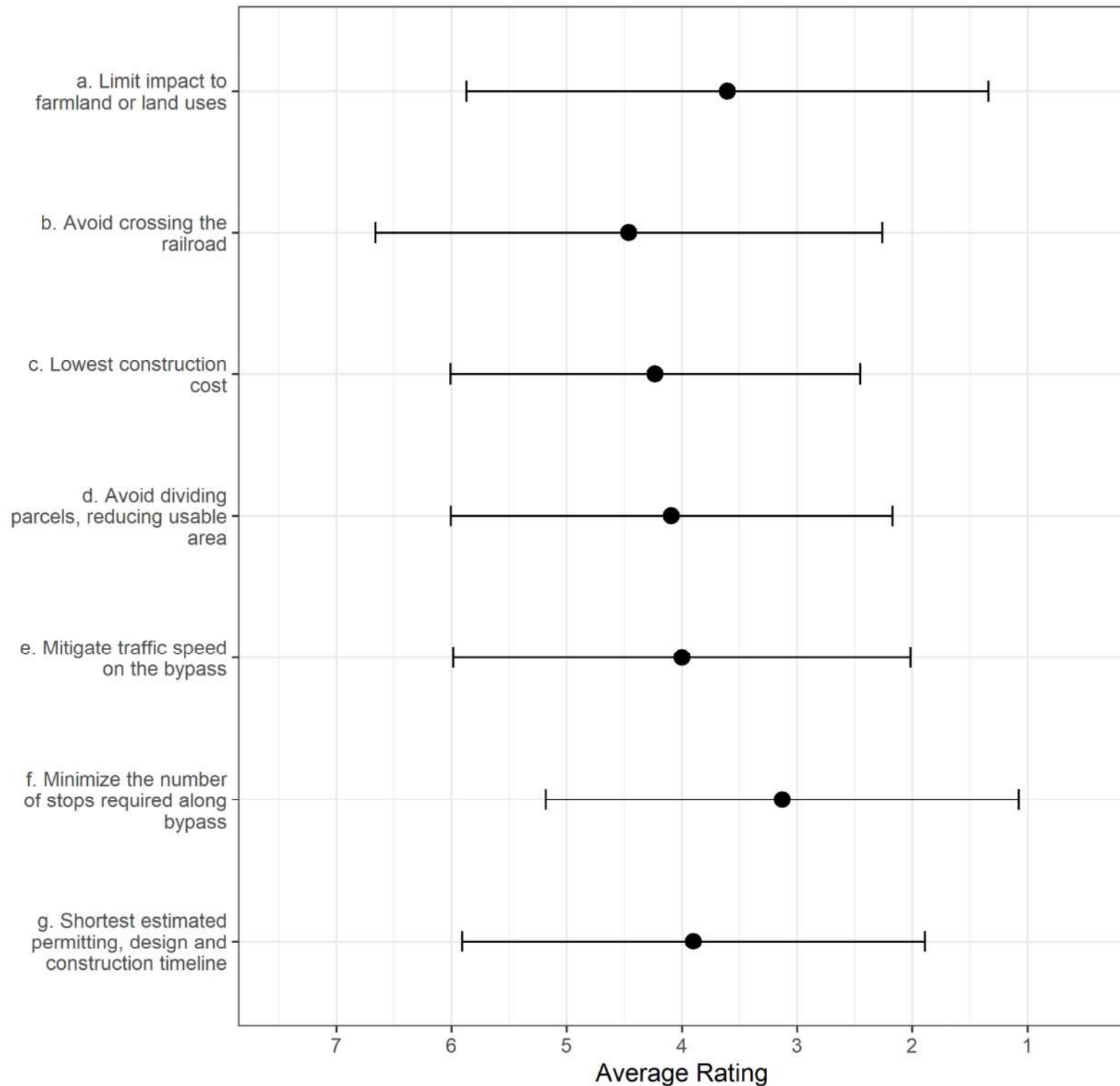
3. Please rank the design criteria about the BYPASS concept from your highest concern to your least concern:



3. Please rank the design criteria about the BYPASS concept from your highest concern to your least concern:



3. Please rank the design criteria about the BYPASS concept from your highest concern to your least concern:



ATTACHMENT C

SR 532 Bypass Alternatives

SR 532 Bypass Alternatives Feedback

IMPROVEMENT CONCEPTS





Corridor A

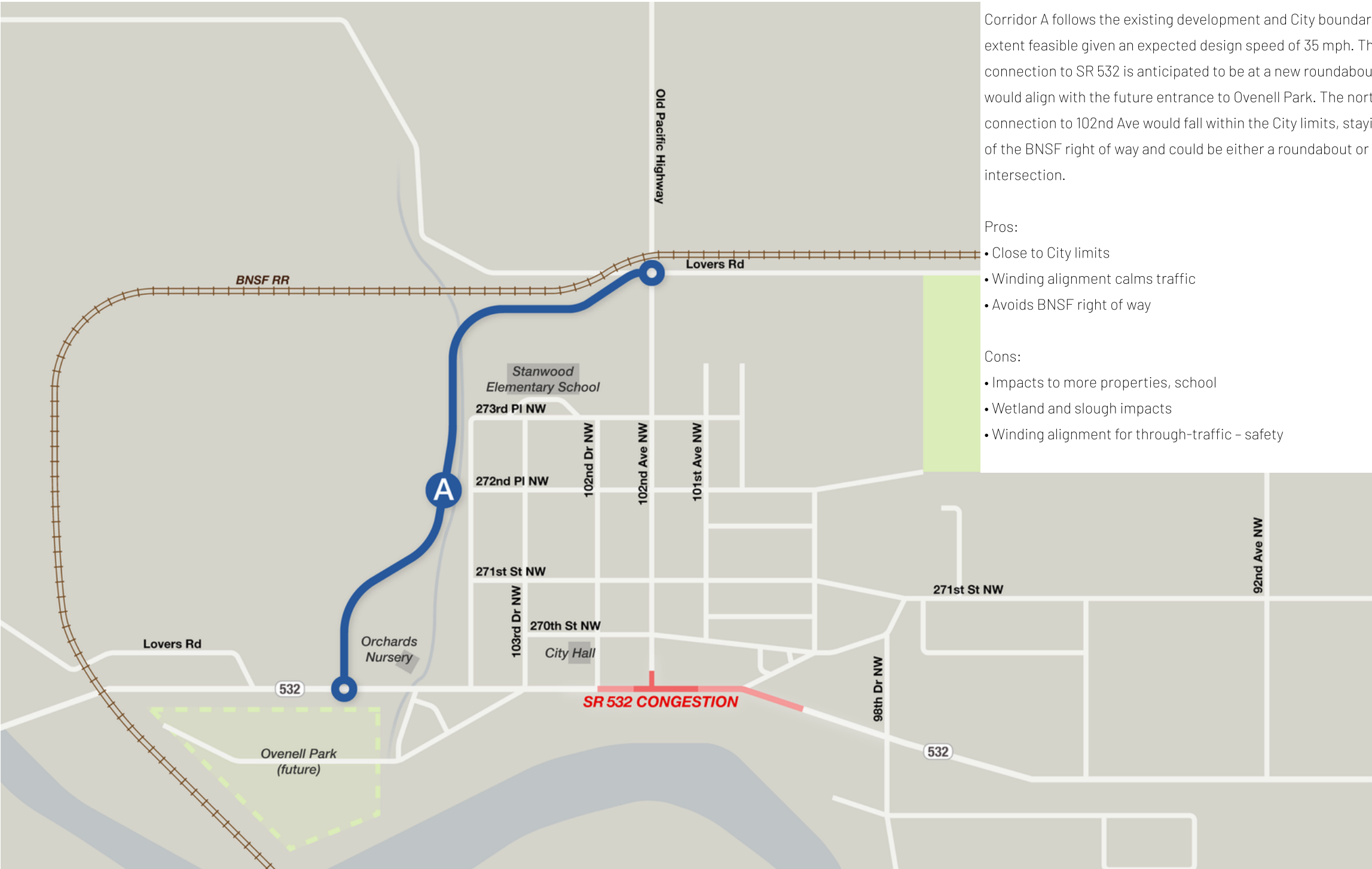
Corridor A follows the existing development and City boundary to the extent feasible given an expected design speed of 35 mph. The connection to SR 532 is anticipated to be at a new roundabout which would align with the future entrance to Ovenell Park. The northern connection to 102nd Ave would fall within the City limits, staying south of the BNSF right of way and could be either a roundabout or signalized intersection.

Pros:

- Close to City limits
- Winding alignment calms traffic
- Avoids BNSF right of way

Cons:

- Impacts to more properties, school
- Wetland and slough impacts
- Winding alignment for through-traffic – safety



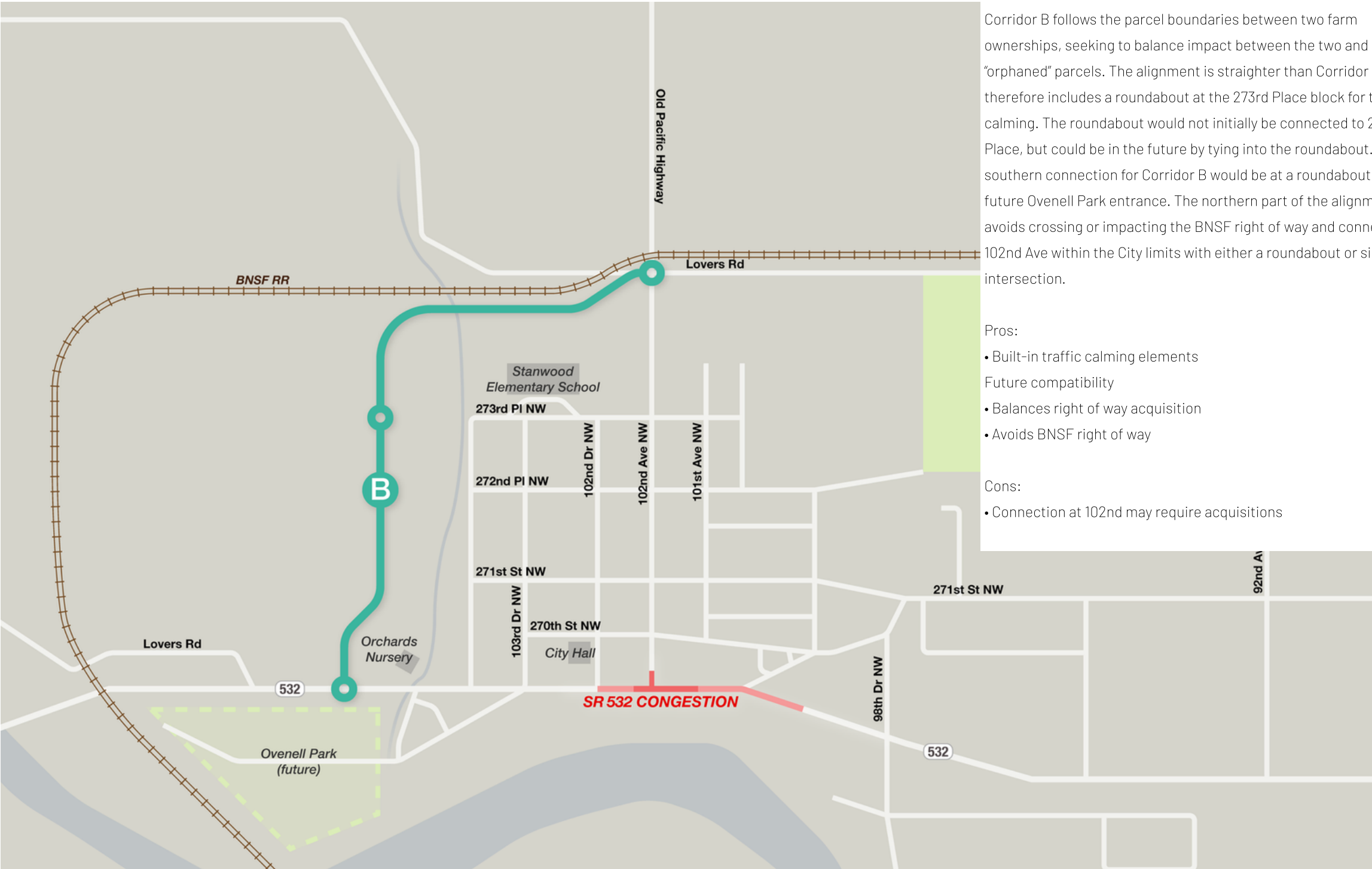
Planning Level Estimate of Probable Project Cost

SR 532 Bypass - Option A

Item Description	Total Quantity	Unit	Unit Price	Total Price
Traffic Control	1	LS	\$68,000	\$68,000
Roadway Surveying	1	LS	\$40,000	\$40,000
Site Preparation	128,535	SF	\$1	\$128,540
Earthwork	14,979	CY	\$35	\$524,270
Roadway Pavement and Basecourse	122,265	SF	\$11	\$1,325,300
Bridge Structure (Skewed)	1	LS	\$3,750,000	\$3,750,000
Sidewalk & Shared Use Path	3,135	LF	\$70	\$219,450
Curb and Gutter	6,270	LF	\$40	\$250,800
Curb Ramp	8	EA	\$3,500	\$28,000
Striping	6,270	LF/LANE	\$3	\$15,680
Permanent Signs	25	EA	\$500	\$12,500
Retaining Wall	4,000	SF	\$45	\$180,000
Utility Extensions	1	LS	\$150,000	\$150,000
Landscaped Planter (Incl. Irrigation)	3,135	LF/Side	\$59	\$183,400
Drainage	4,703	LF	\$91	\$427,930
Wetland Mitigation	1	LS	\$300,000	\$300,000
Illumination, incl. conduit, JB, etc.	63	EA	\$20,000	\$1,254,000
Traffic Signal	1	EA	\$450,000	\$450,000
Construction Subtotal				\$ 9,310,000
Miscellaneous Roadway Items	30%			\$ 2,159,000
Mobilization	10%			\$ 1,147,000
Contingency for Level of Design	35%			\$ 4,416,000
Construction Total				\$ 17,032,000
Design, Permitting and Const. Management	25% / 10%			\$ 5,962,000
Right of Way				\$ 1,815,600
TOTAL				\$ 24,810,000

IMPROVEMENT CONCEPTS





Corridor B

Corridor B follows the parcel boundaries between two farm ownerships, seeking to balance impact between the two and minimize “orphaned” parcels. The alignment is straighter than Corridor A, and therefore includes a roundabout at the 273rd Place block for traffic calming. The roundabout would not initially be connected to 273rd Place, but could be in the future by tying into the roundabout. The southern connection for Corridor B would be at a roundabout at the future Ovenell Park entrance. The northern part of the alignment avoids crossing or impacting the BNSF right of way and connects to 102nd Ave within the City limits with either a roundabout or signalized intersection.

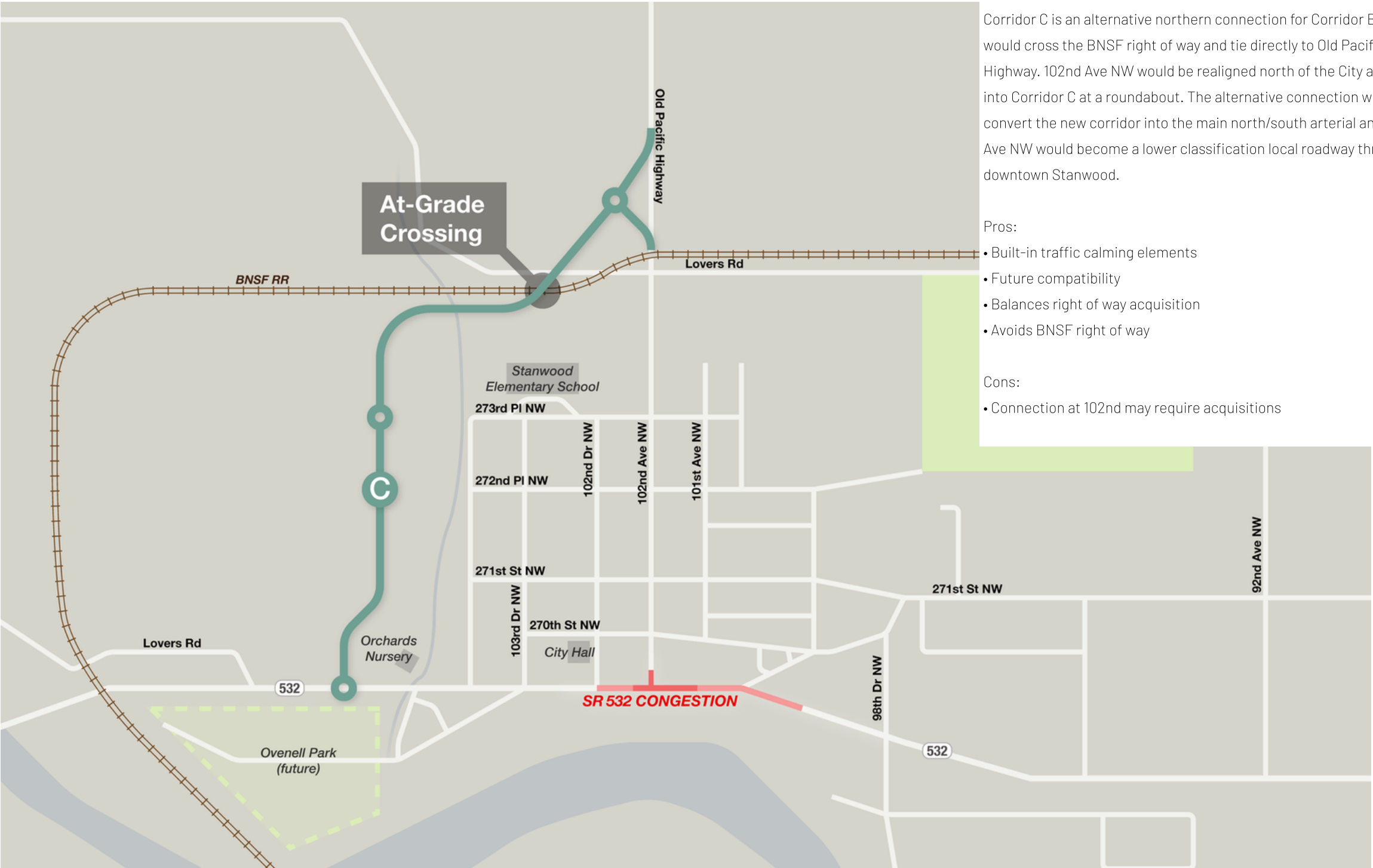
- Pros:
- Built-in traffic calming elements
- Future compatibility
- Balances right of way acquisition
 - Avoids BNSF right of way
- Cons:
- Connection at 102nd may require acquisitions

Planning Level Estimate of Probable Project Cost SR 532 Bypass - Option B

Item Description	Total Quantity	Unit	Unit Price	Total Price
Traffic Control	1	LS	\$68,000	\$68,000
Roadway Surveying	1	LS	\$40,000	\$40,000
Site Preparation	137,350	SF	\$1	\$137,350
Earthwork	16,006	CY	\$35	\$560,210
Roadway Pavement and Basecourse	130,650	SF	\$11	\$1,416,190
Bridge Structure	1	LS	\$2,500,000	\$2,500,000
Sidewalk & Shared Use Path	3,350	LF	\$70	\$234,500
Curb and Gutter	6,700	LF	\$40	\$268,000
Curb Ramp	8	EA	\$3,500	\$28,000
Striping	6,700	LF/LANE	\$3	\$16,750
Permanent Signs	25	EA	\$500	\$12,500
Retaining Wall	4,000	SF	\$45	\$180,000
Utility Extensions	1	LS	\$150,000	\$150,000
Landscaped Planter (Incl. Irrigation)	3,350	LF/Side	\$59	\$195,980
Drainage	5,025	LF	\$91	\$457,280
Wetland Mitigation	1	LS	\$50,000	\$50,000
Illumination, incl. conduit, JB, etc.	67	EA	\$20,000	\$1,340,000
Roundabout	1	EA	\$400,000	\$400,000
Traffic Signal	1	EA	\$450,000	\$450,000
Construction Subtotal			\$	8,510,000
Miscellaneous Roadway Items	30%		\$	1,848,000
Mobilization	10%		\$	1,036,000
Contingency for Level of Design	35%		\$	3,988,000
Construction Total			\$	15,382,000
Design, Permitting and Const. Management	25% / 10%		\$	5,384,000
Right of Way			\$	1,926,000
TOTAL			\$	22,700,000

IMPROVEMENT CONCEPTS





Corridor C

Corridor C is an alternative northern connection for Corridor B which would cross the BNSF right of way and tie directly to Old Pacific Highway. 102nd Ave NW would be realigned north of the City and tie into Corridor C at a roundabout. The alternative connection would convert the new corridor into the main north/south arterial and 102nd Ave NW would become a lower classification local roadway through downtown Stanwood.

- Pros:
- Built-in traffic calming elements
 - Future compatibility
 - Balances right of way acquisition
 - Avoids BNSF right of way
- Cons:
- Connection at 102nd may require acquisitions

Planning Level Estimate of Probable Project Cost SR 532 Bypass - Option C

Item Description	Total Quantity	Unit	Unit Price	Total Price
Traffic Control	1	LS	\$68,000	\$68,000
Roadway Surveying	1	LS	\$40,000	\$40,000
Site Preparation	164,000	SF	\$1	\$164,000
Earthwork	19,112	CY	\$35	\$668,920
Roadway Pavement and Basecourse	156,000	SF	\$11	\$1,690,970
Bridge Structure	1	LS	\$2,500,000	\$2,500,000
Sidewalk & Shared Use Path	4,000	LF	\$70	\$280,000
Curb and Gutter	8,000	LF	\$40	\$320,000
Curb Ramp	8	EA	\$3,500	\$28,000
Striping	8,000	LF/LANE	\$3	\$20,000
Permanent Signs	25	EA	\$500	\$12,500
Retaining Wall	4,000	SF	\$45	\$180,000
Utility Extensions	1	LS	\$175,000	\$175,000
Landscaped Planter (Incl. Irrigation)	4,000	LF/Side	\$59	\$234,000
Drainage	6,000	LF	\$91	\$546,000
Wetland Mitigation	1	LS	\$50,000	\$50,000
Illumination, incl. conduit, JB, etc.	80	EA	\$20,000	\$1,600,000
At-grade railroad crossing	1	EA	\$350,000	\$350,000
Roundabout	2	EA	\$400,000	\$800,000
Connect to Existing Roadway	2	EA	\$150,000	\$300,000
Construction Subtotal				\$ 10,030,000
Miscellaneous Roadway Items	30%			\$ 2,046,000
Mobilization	10%			\$ 1,208,000
Contingency for Level of Design	35%			\$ 4,650,000
Construction Total				\$ 17,934,000
Design, Permitting and Const. Management	25% / 10%			\$ 6,277,000
Right of Way				\$ 2,290,000
TOTAL				\$ 26,510,000

IMPROVEMENT CONCEPTS





Planning Level Estimate of Probable Project Cost SR 532 Bypass - Option D

Item Description	Total Quantity	Unit	Unit Price	Total Price
Traffic Control	1	LS	\$68,000	\$68,000
Roadway Surveying	1	LS	\$50,000	\$50,000
Site Preparation	192,700	SF	\$1	\$192,700
Earthwork	22,456	CY	\$35	\$785,960
Roadway Pavement and Basecourse	183,300	SF	\$11	\$1,986,890
Bridge Structure (Skewed)	1	LS	\$3,125,000	\$3,125,000
Sidewalk & Shared Use Path	4,700	LF	\$70	\$329,000
Curb and Gutter	9,400	LF	\$40	\$376,000
Curb Ramp	8	EA	\$3,500	\$28,000
Striping	9,400	LF/LANE	\$3	\$23,500
Permanent Signs	25	EA	\$500	\$12,500
Retaining Wall	4,000	SF	\$45	\$180,000
Utility Extensions	1	LS	\$250,000	\$250,000
Landscaped Planter (Incl. Irrigation)	4,700	LF/Side	\$59	\$274,950
Drainage	7,050	LF	\$91	\$641,550
Wetland Mitigation	1	LS	\$50,000	\$50,000
Illumination, incl. conduit, JB, etc.	94	EA	\$20,000	\$1,880,000
At-grade railroad crossing	1	EA	\$250,000	\$250,000
Roundabout	2	EA	\$400,000	\$800,000
Connect to Existing Roadway	2	EA	\$150,000	\$300,000
Construction Subtotal				\$ 11,610,000
Miscellaneous Roadway Items	30%			\$ 2,462,000
Mobilization	10%			\$ 1,408,000
Contingency for Level of Design	35%			\$ 5,418,000
Construction Total				\$ 20,898,000
Design, Permitting and Const. Management	25% / 10%			\$ 7,315,000
Right of Way				\$ 2,682,000
TOTAL				\$ 30,900,000

IMPROVEMENT CONCEPTS





Corridor E

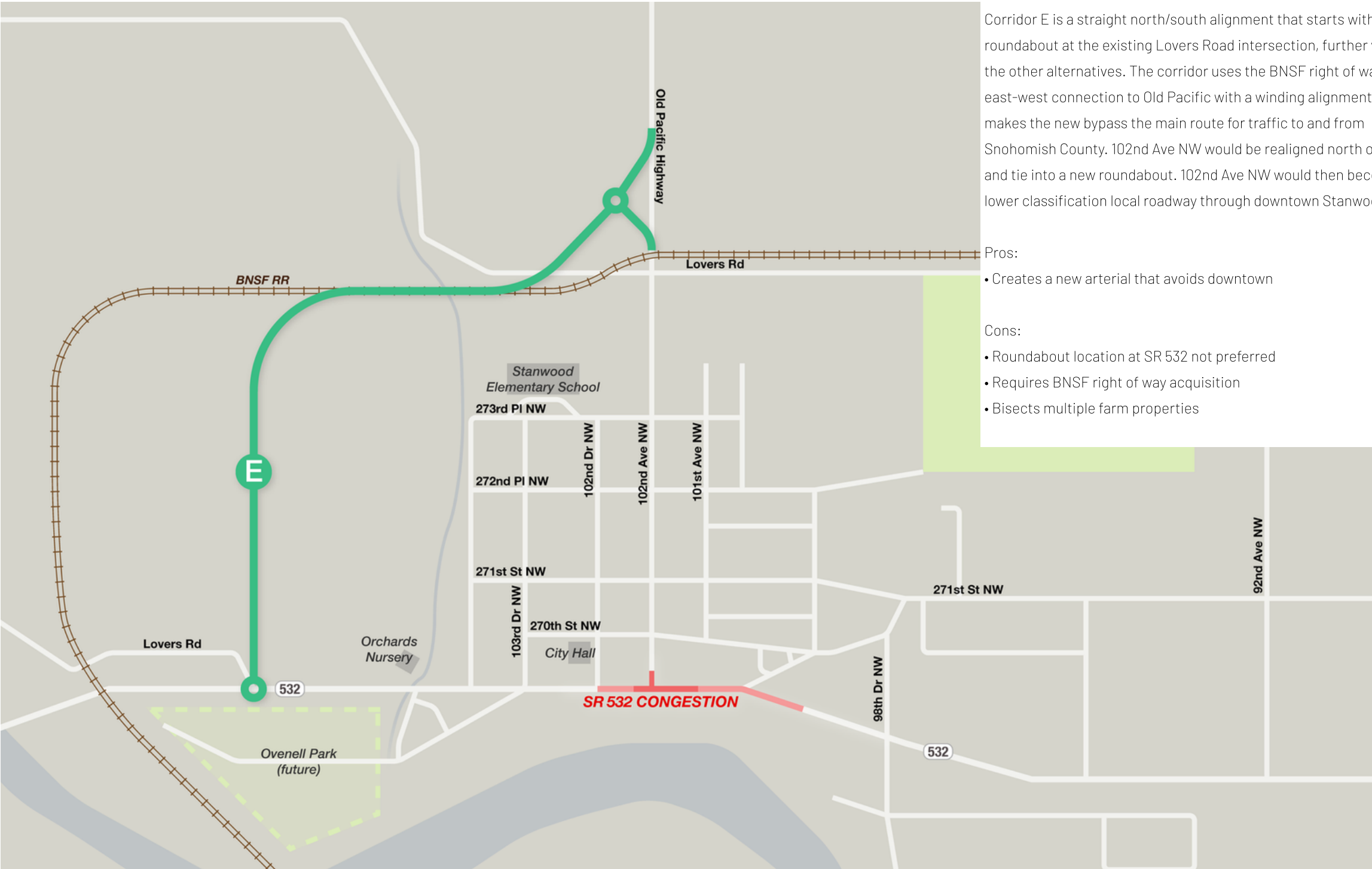
Corridor E is a straight north/south alignment that starts with a roundabout at the existing Lovers Road intersection, further west than the other alternatives. The corridor uses the BNSF right of way for the east-west connection to Old Pacific with a winding alignment that makes the new bypass the main route for traffic to and from Snohomish County. 102nd Ave NW would be realigned north of the City and tie into a new roundabout. 102nd Ave NW would then become a lower classification local roadway through downtown Stanwood.

Pros:

- Creates a new arterial that avoids downtown

Cons:

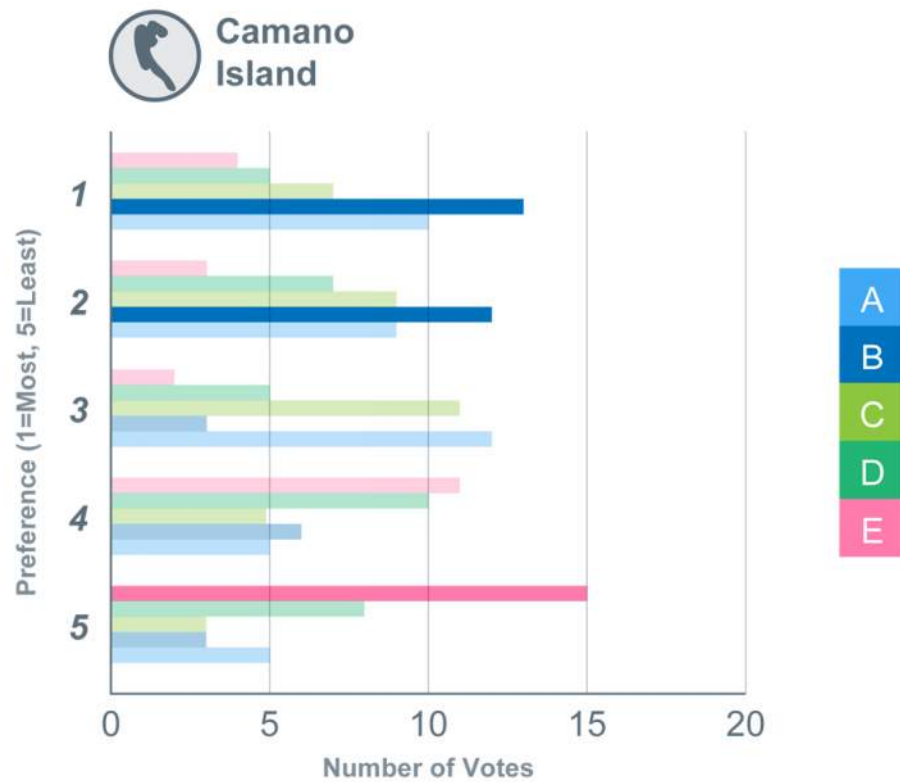
- Roundabout location at SR 532 not preferred
- Requires BNSF right of way acquisition
- Bisects multiple farm properties



Planning Level Estimate of Probable Project Cost SR 532 Bypass - Option E

Item Description	Total Quantity	Unit	Unit Price	Total Price
Traffic Control	1	LS	\$68,000	\$68,000
Roadway Surveying	1	LS	\$40,000	\$40,000
Site Preparation	190,650	SF	\$1	\$190,650
Earthwork	22,217	CY	\$35	\$777,600
Roadway Pavement and Basecourse	181,350	SF	\$11	\$1,965,750
Bridge Structure (Retrofit)	1	LS	\$1,500,000	\$1,500,000
Sidewalk & Shared Use Path	4,650	LF	\$70	\$325,500
Curb and Gutter	9,300	LF	\$40	\$372,000
Curb Ramp	8	EA	\$3,500	\$28,000
Striping	9,300	LF/LANE	\$3	\$23,250
Permanent Signs	25	EA	\$500	\$12,500
Retaining Wall	4,000	SF	\$45	\$180,000
Utility Extensions	1	LS	\$200,000	\$200,000
Landscaped Planter (Incl. Irrigation)	4,650	LF/Side	\$59	\$272,030
Drainage	6,975	LF	\$91	\$634,730
Wetland Mitigation	1	LS	\$50,000	\$50,000
Illumination, incl. conduit, JB, etc.	93	EA	\$20,000	\$1,860,000
Railroad removal, mitigation, etc.	1	EA	\$3,000,000	\$3,000,000
Roundabout	2	EA	\$400,000	\$800,000
Connect to Existing Roadway	2	EA	\$150,000	\$300,000
Construction Subtotal				\$ 12,610,000
Miscellaneous Roadway Items	30%			\$ 1,945,000
Mobilization	10%			\$ 1,456,000
Contingency for Level of Design	35%			\$ 5,604,000
Construction Total				\$ 21,615,000
Design, Permitting and Const. Management	25% / 10%			\$ 7,566,000
Right of Way				\$ 2,654,000
TOTAL				\$ 31,840,000

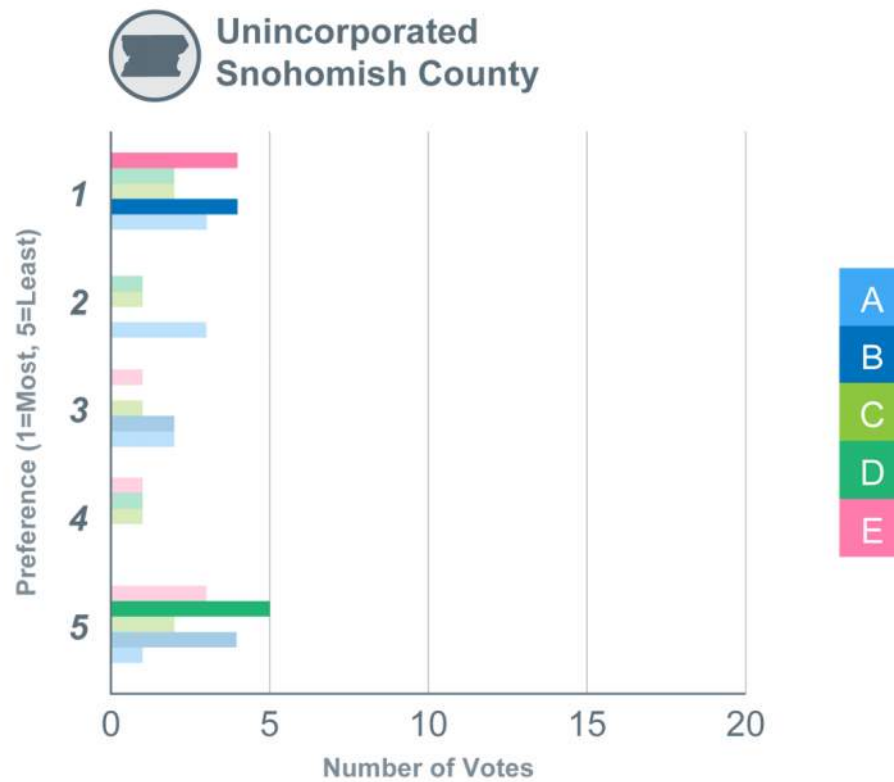
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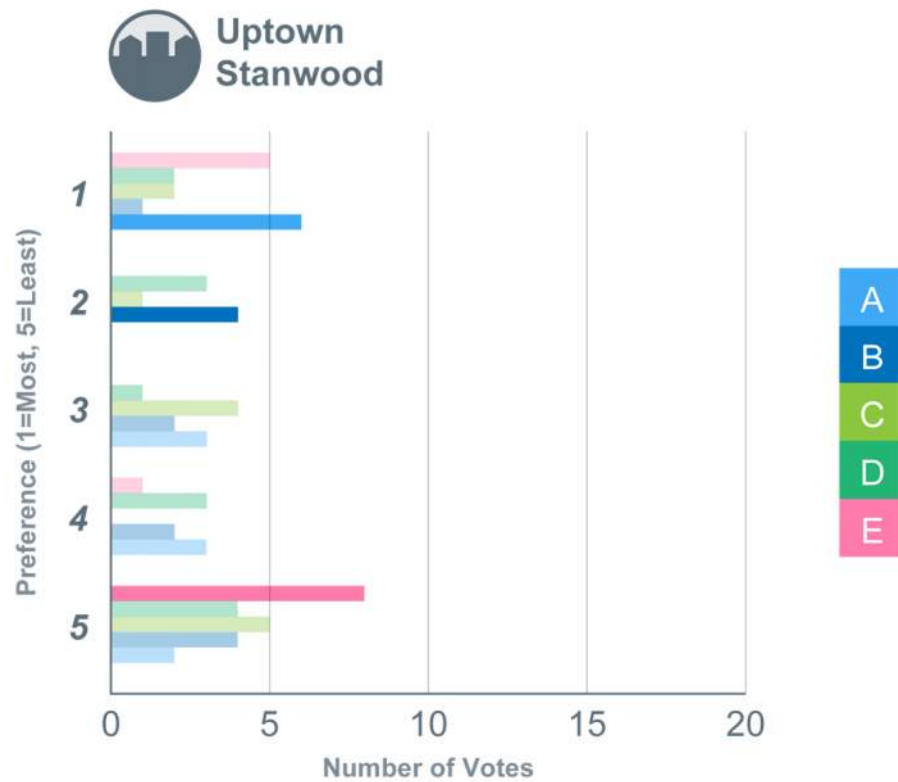
BYPASS PREFERENCE: BY LOCATION



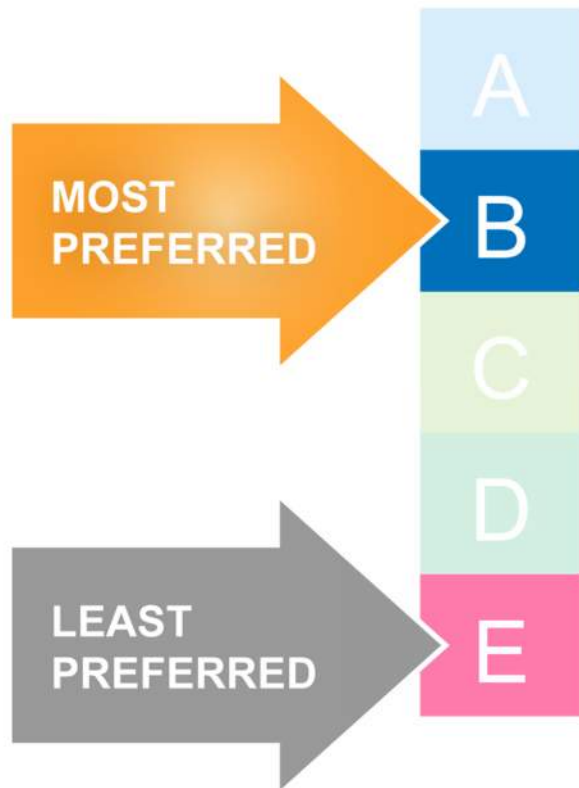
BYPASS PREFERENCE: BY LOCATION



BYPASS PREFERENCE: BY LOCATION

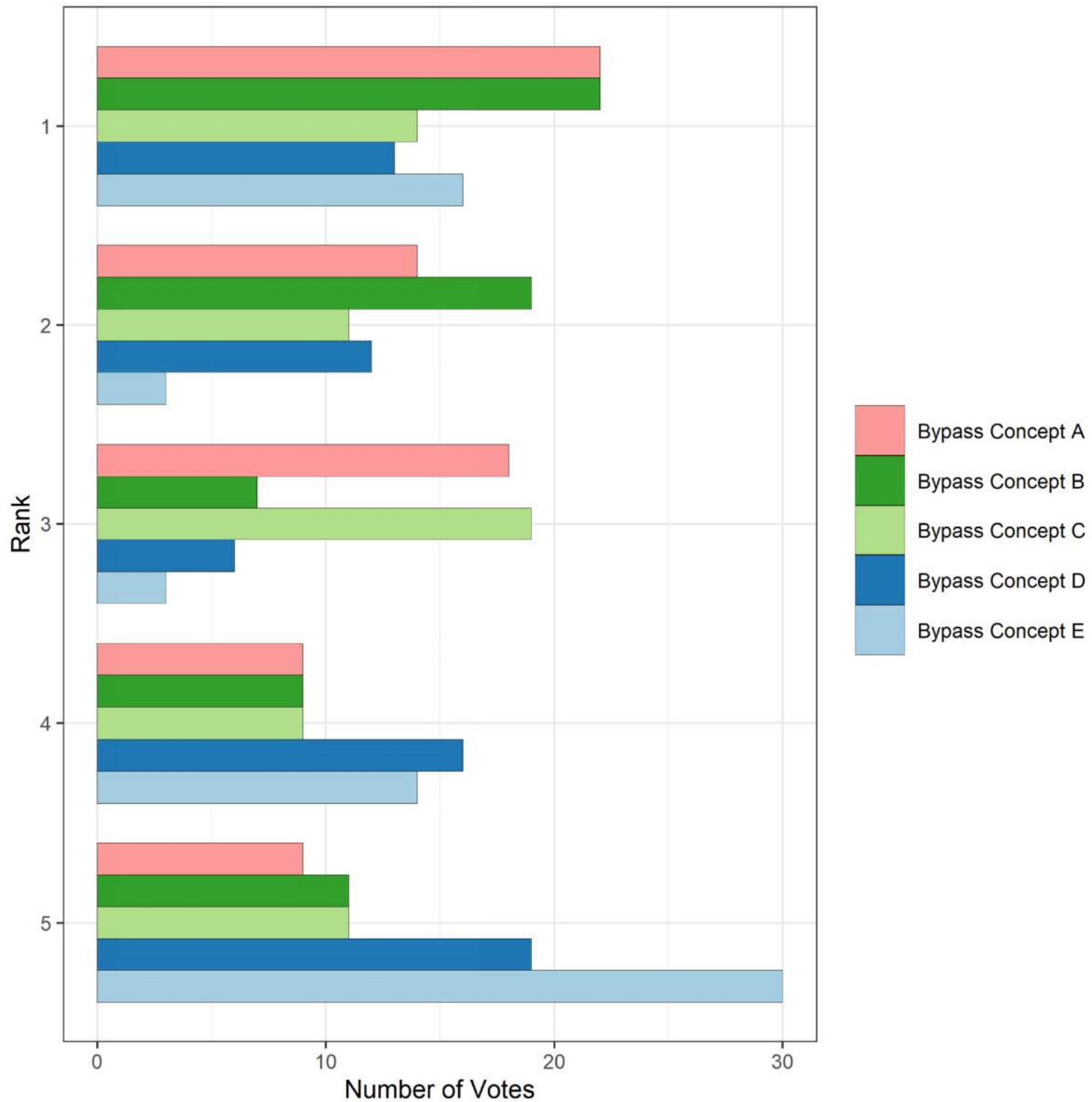


BYPASS PREFERENCES: TOTAL

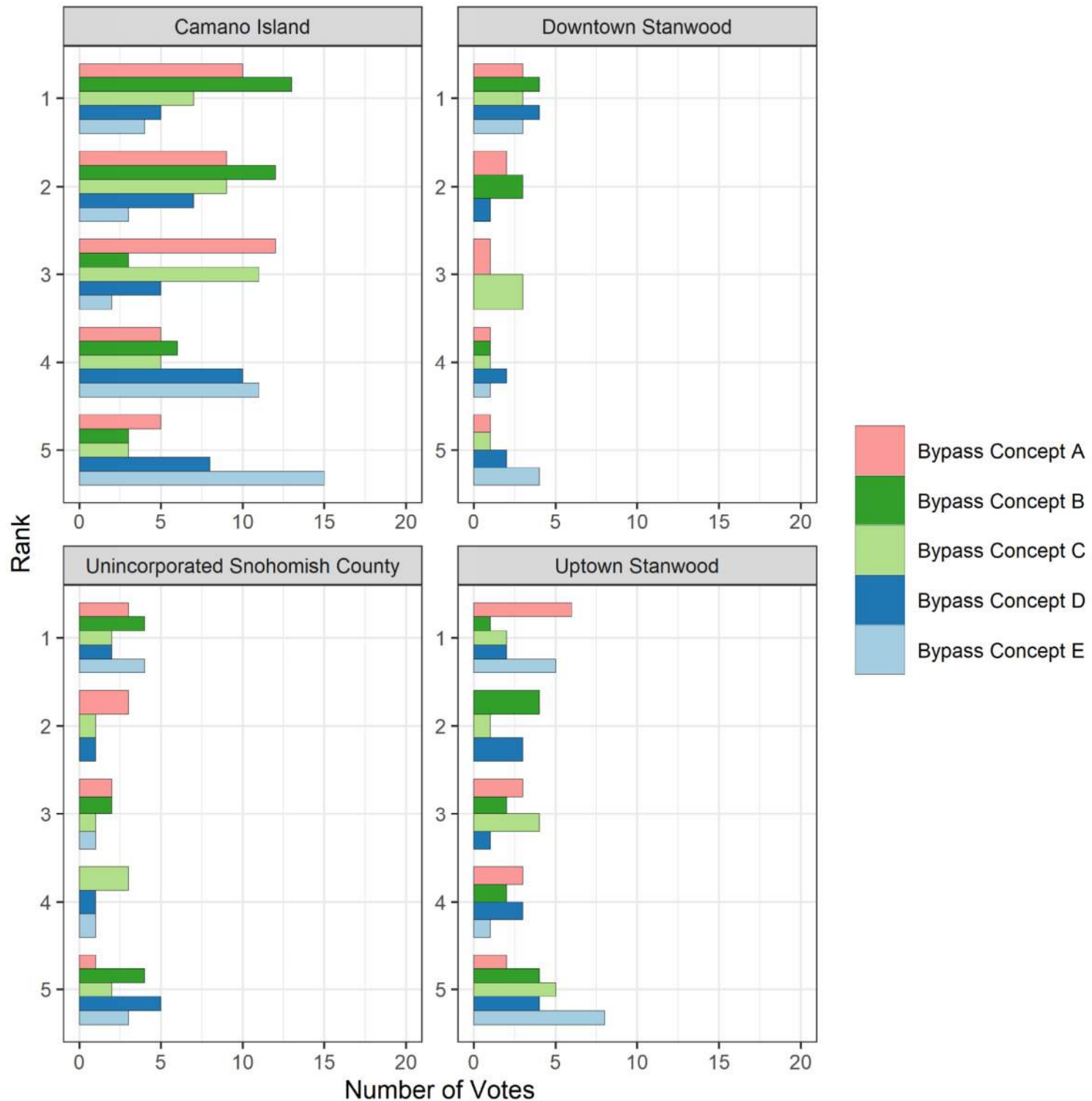


Respondent location does skew total data

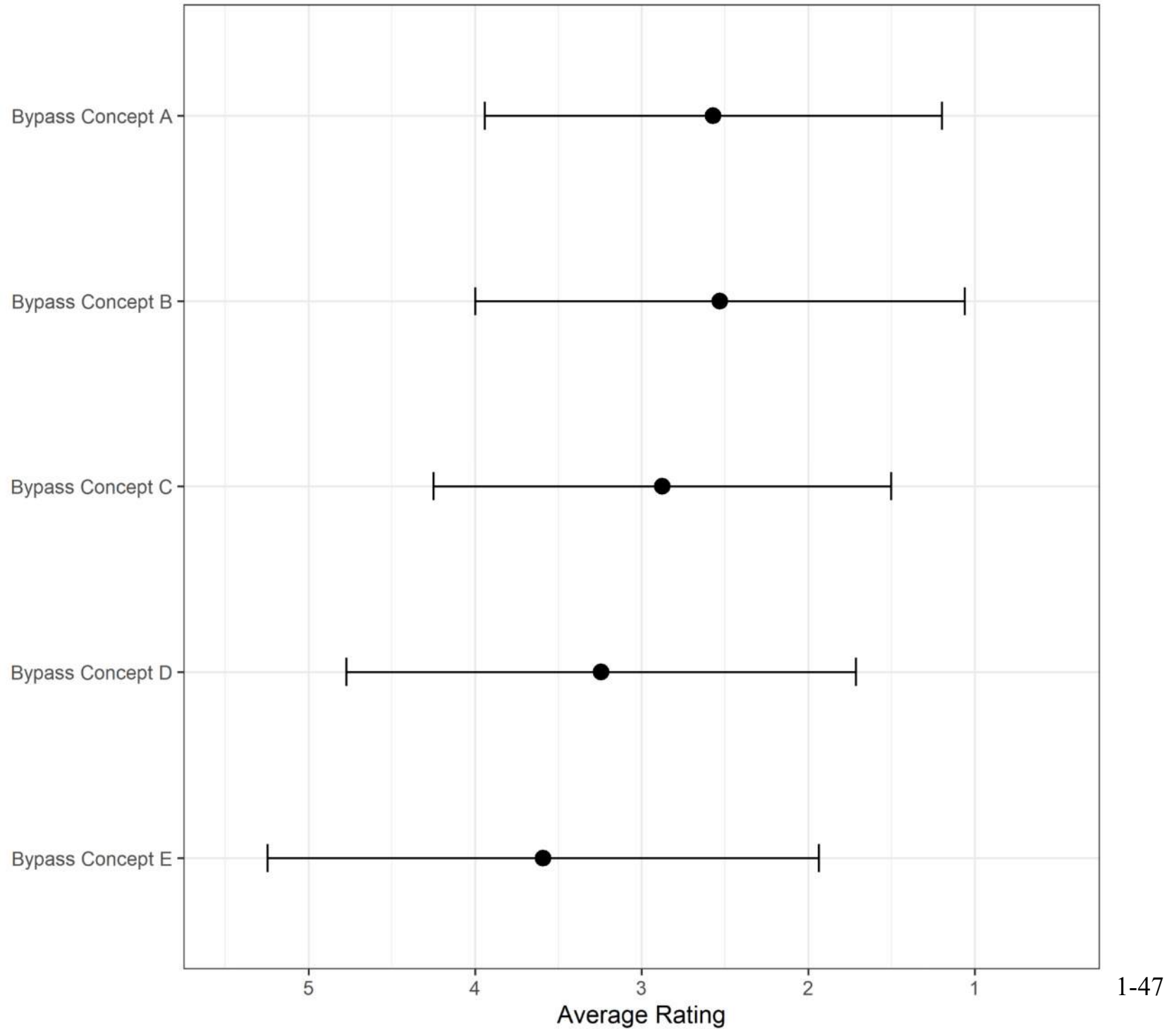
8. Please rank the preliminary options for the BYPASS concept we developed your most preferred to your least preferred:



8. Please rank the preliminary options for the BYPASS concept we developed your most preferred to your least preferred:



8. Please rank the preliminary options for the BYPASS concept we developed from your most preferred to your least preferred:



ATTACHMENT D

SR 532 Downtown Section Design Factors

DOWNTOWN CONCERNS OVERALL

MOST CONCERNED



**EFFICIENT VEHICLE
THROUGHPUT**



**LEFT-TURNS &
BUSINESS ACCESS**

LEAST CONCERNED

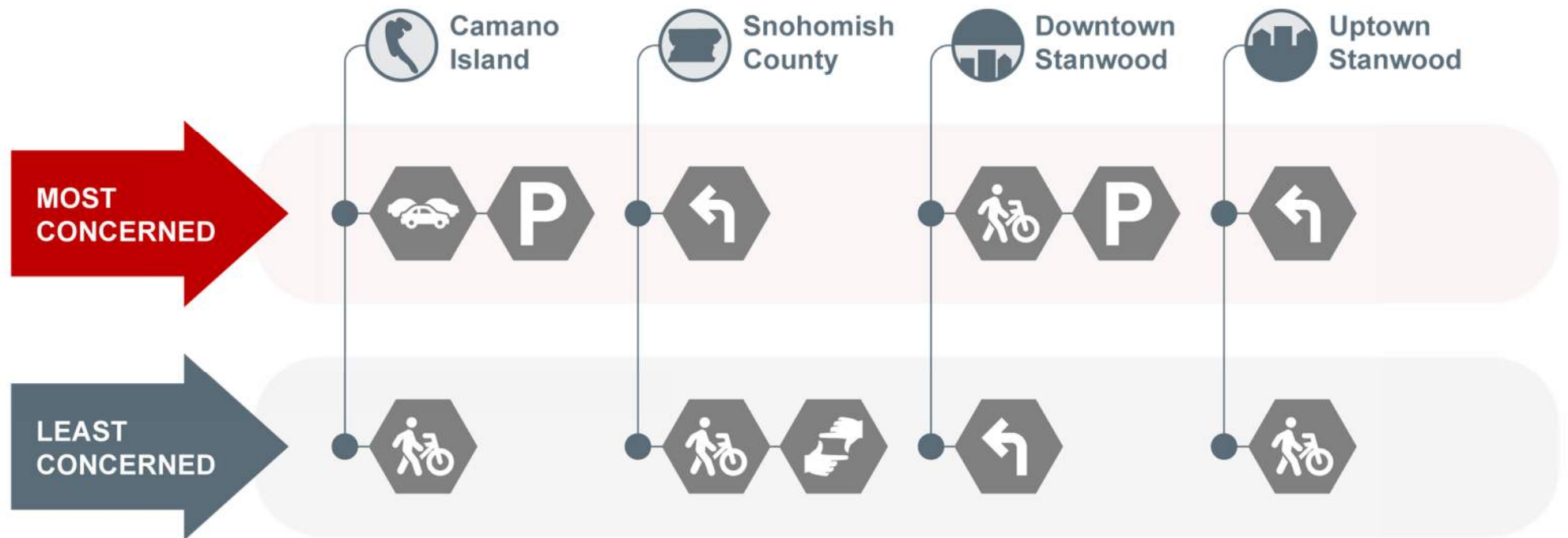


PARKING

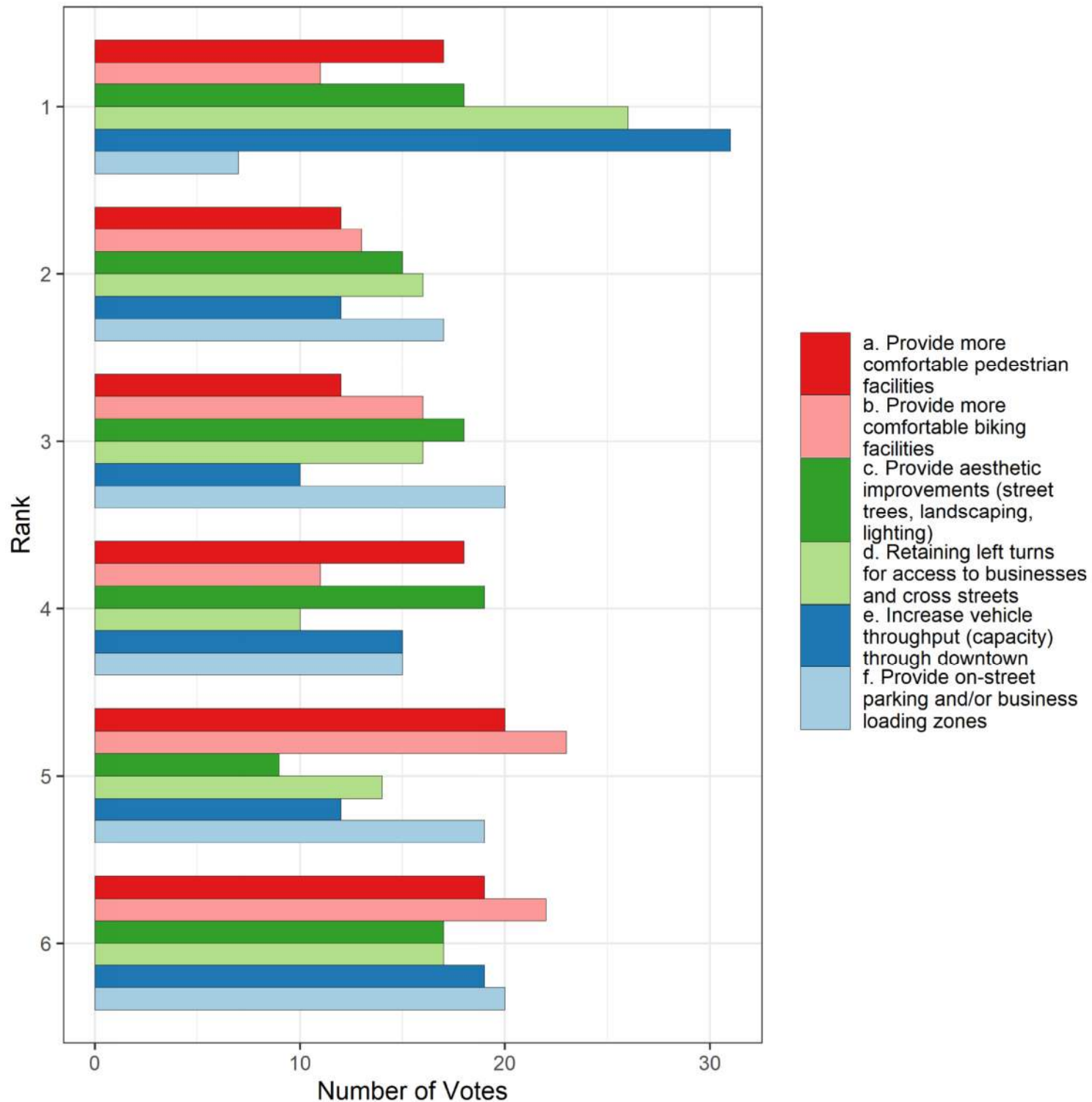


**PED/BIKE SAFETY
& COMFORT**

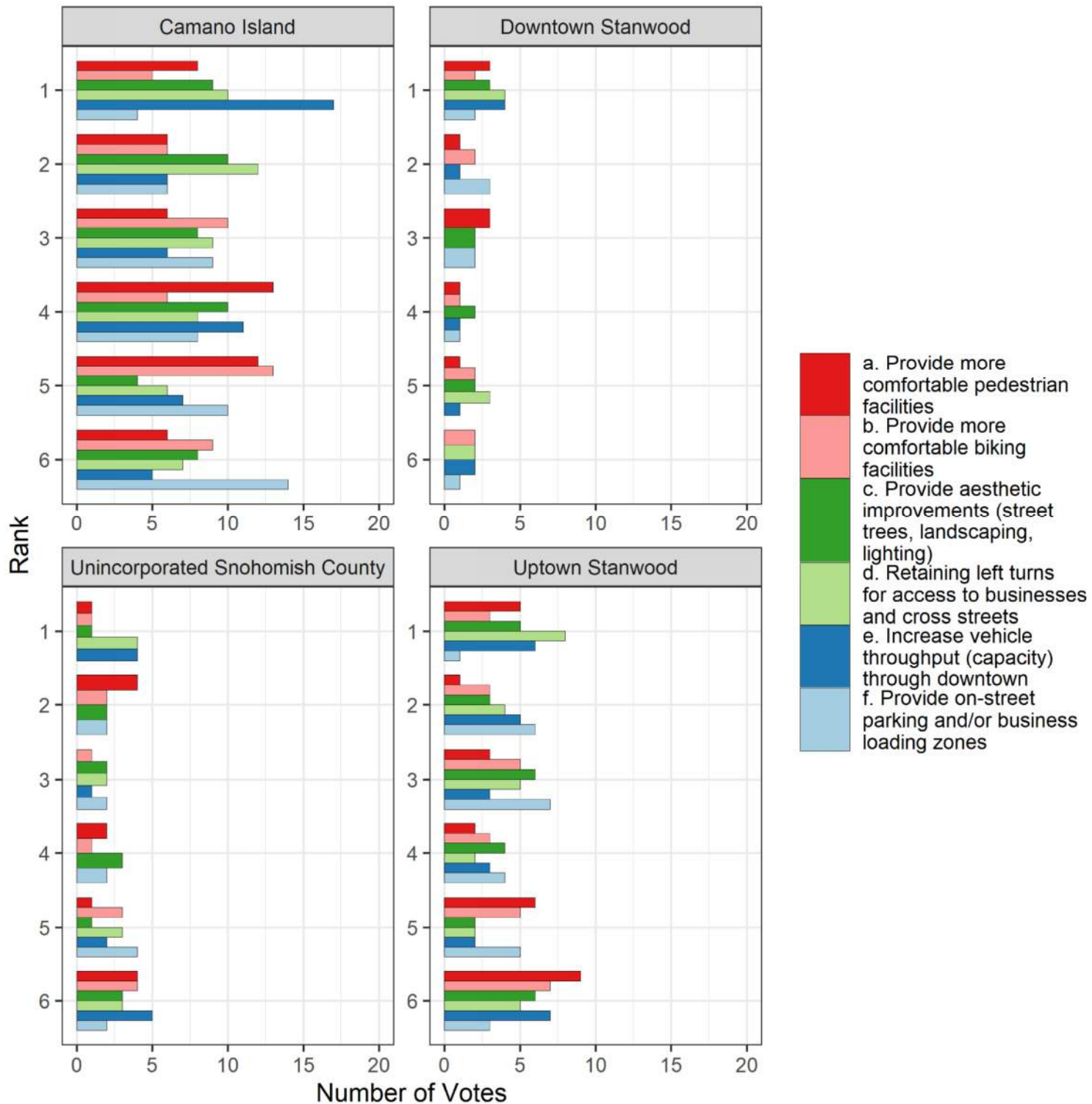
DOWNTOWN CONCERNS: BY LOCATION



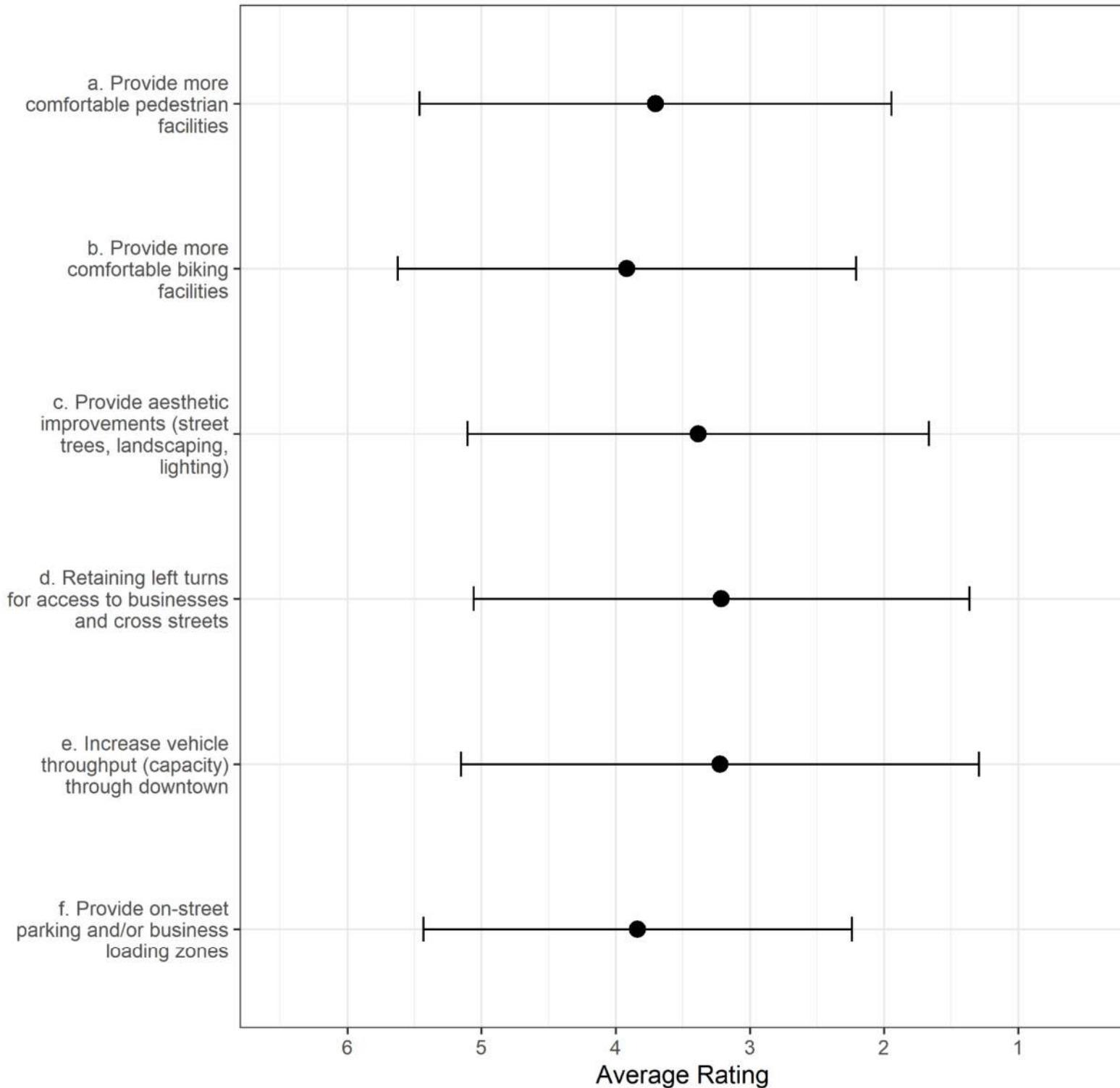
5. Please rank the design criteria for the DOWNTOWN CORRIDOR from your concern to your least concern:



5. Please rank the design criteria for the DOWNTOWN CORRIDOR from your concern to your least concern:



5. Please rank the design criteria for the DOWNTOWN CORRIDOR from your highest concern to your least concern:

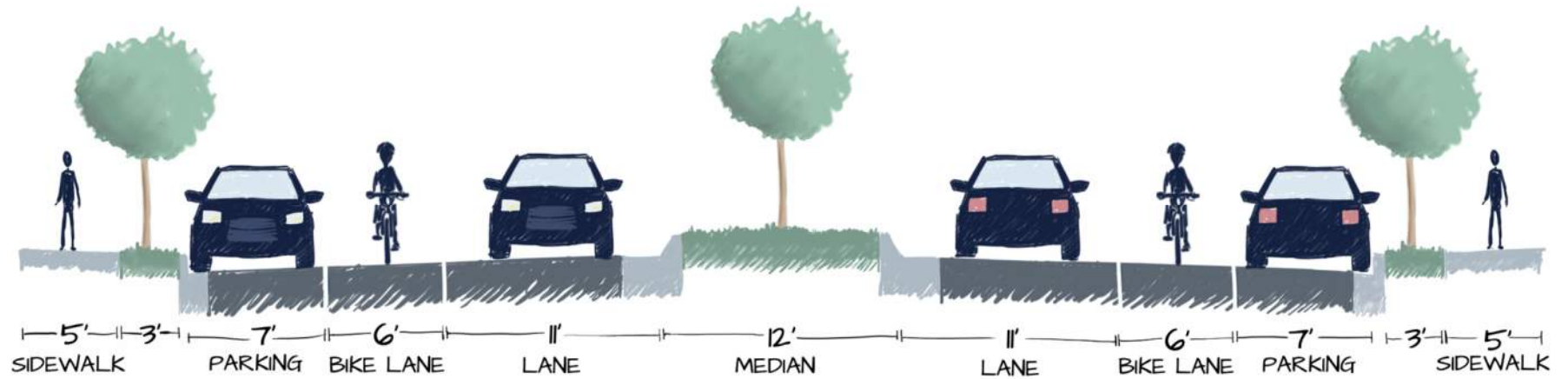


ATTACHMENT E

SR 532 Downtown Section Alternatives

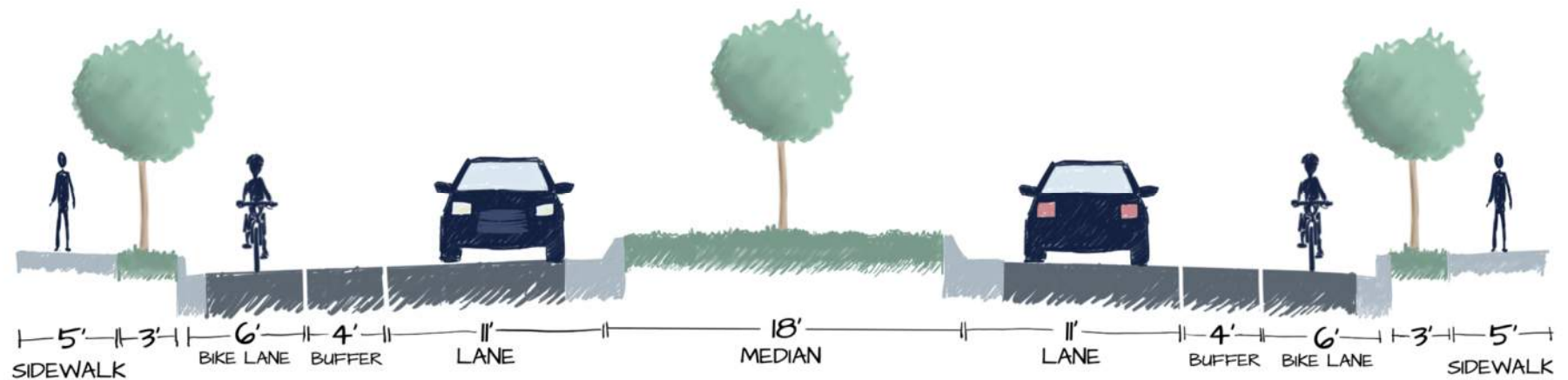
SR 532 Downtown Section Alternatives Feedback

DOWNTOWN ALTERNATIVES



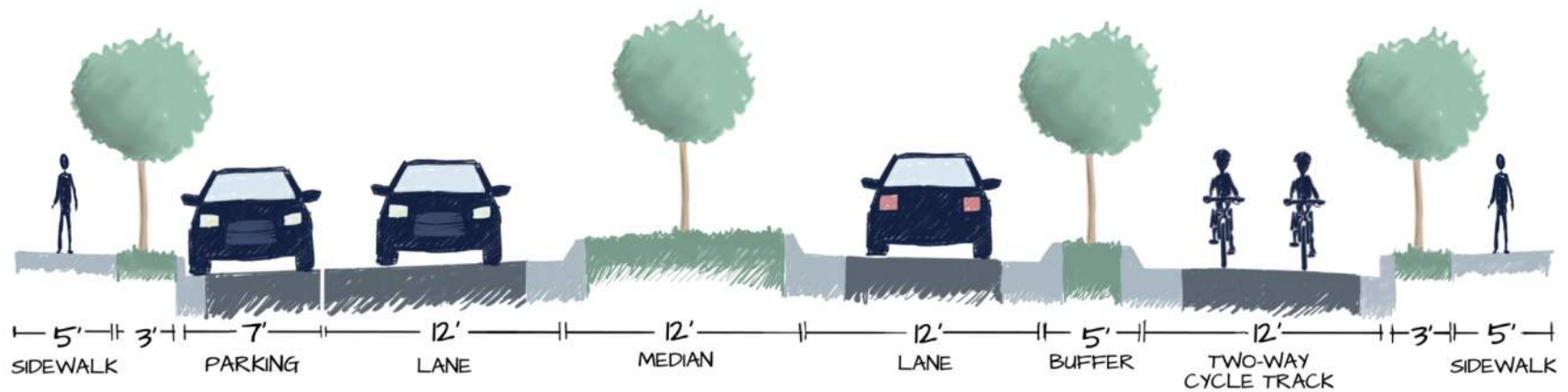
A

DOWNTOWN ALTERNATIVES

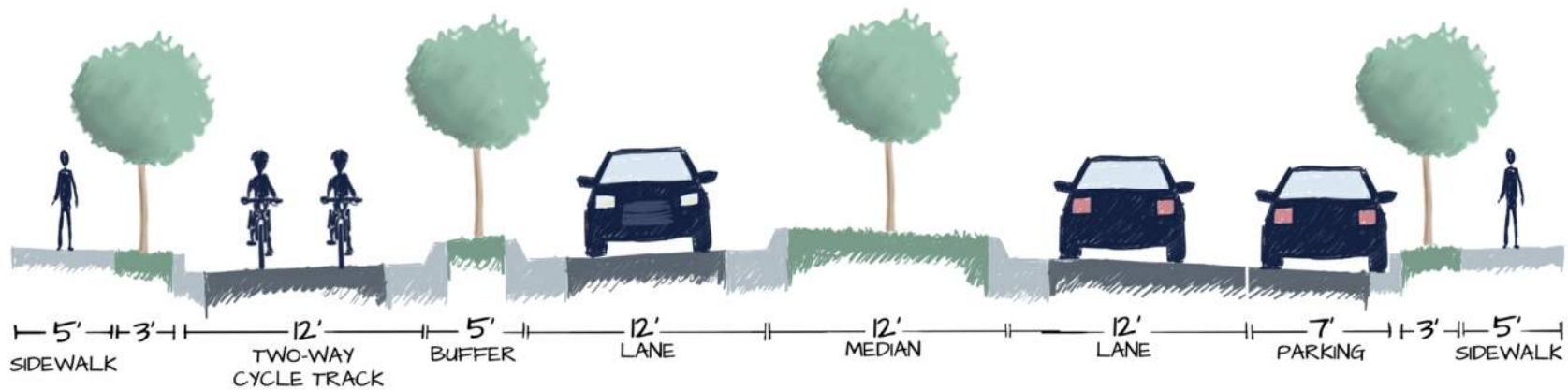


B

DOWNTOWN ALTERNATIVES

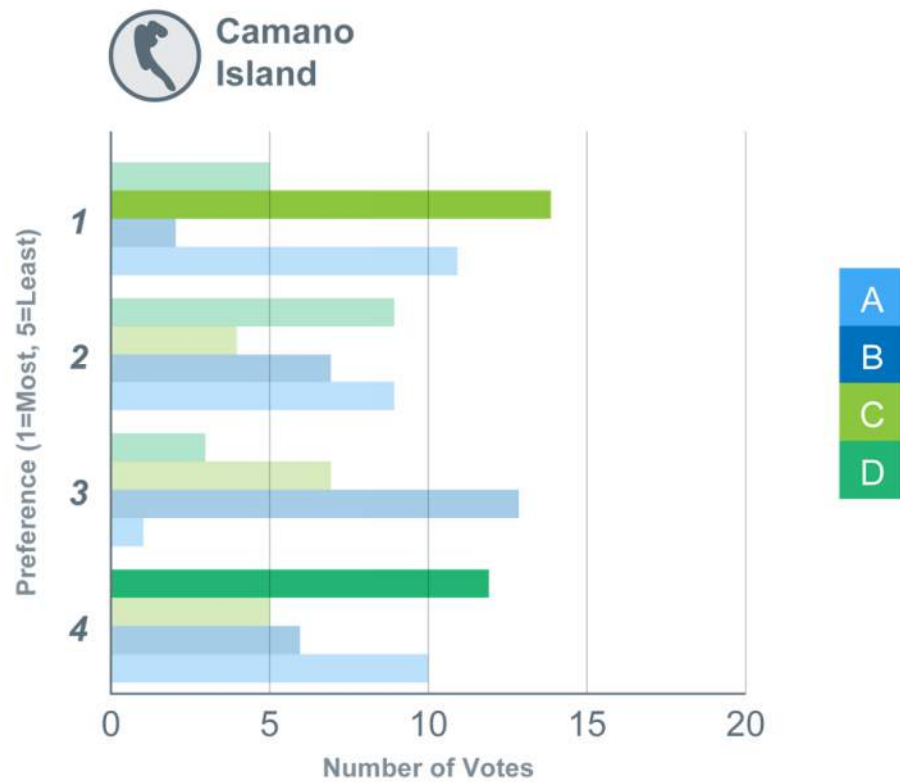


DOWNTOWN ALTERNATIVES

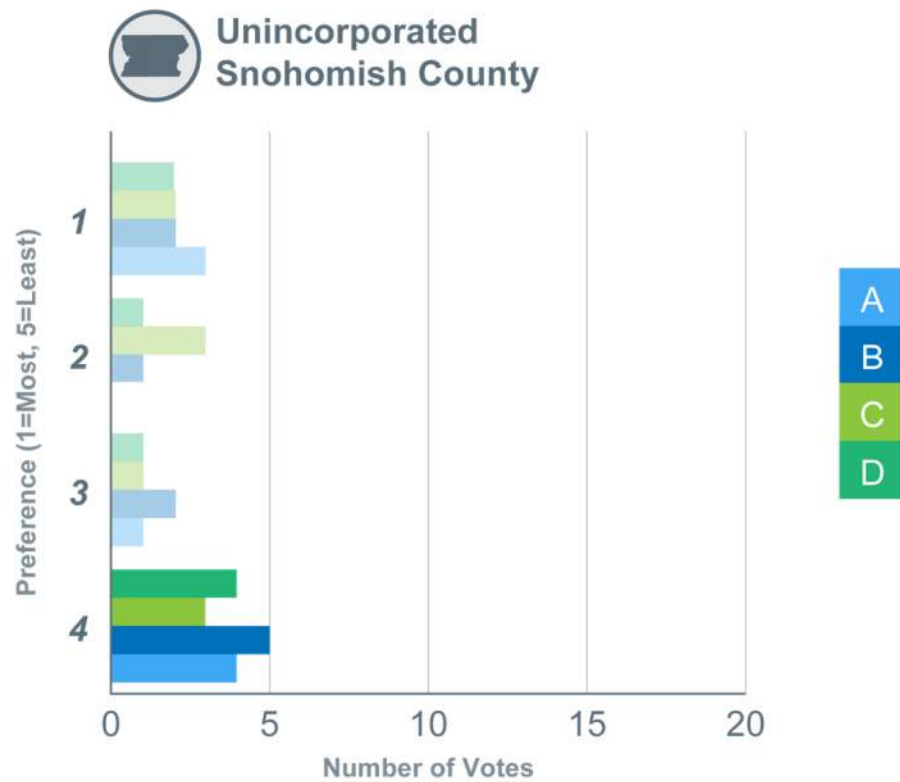


D

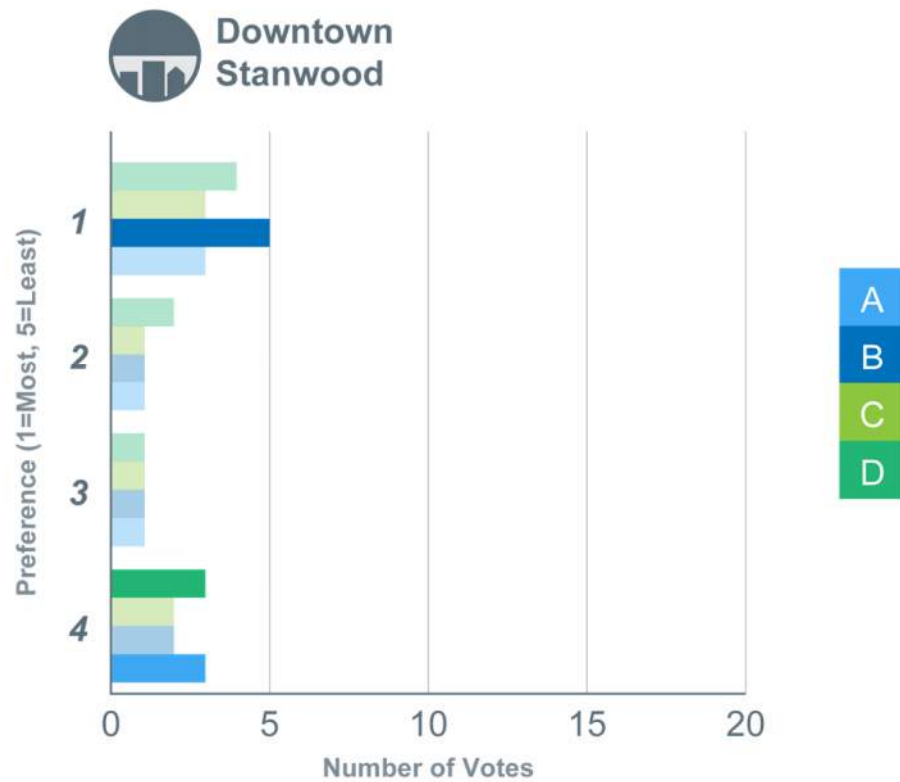
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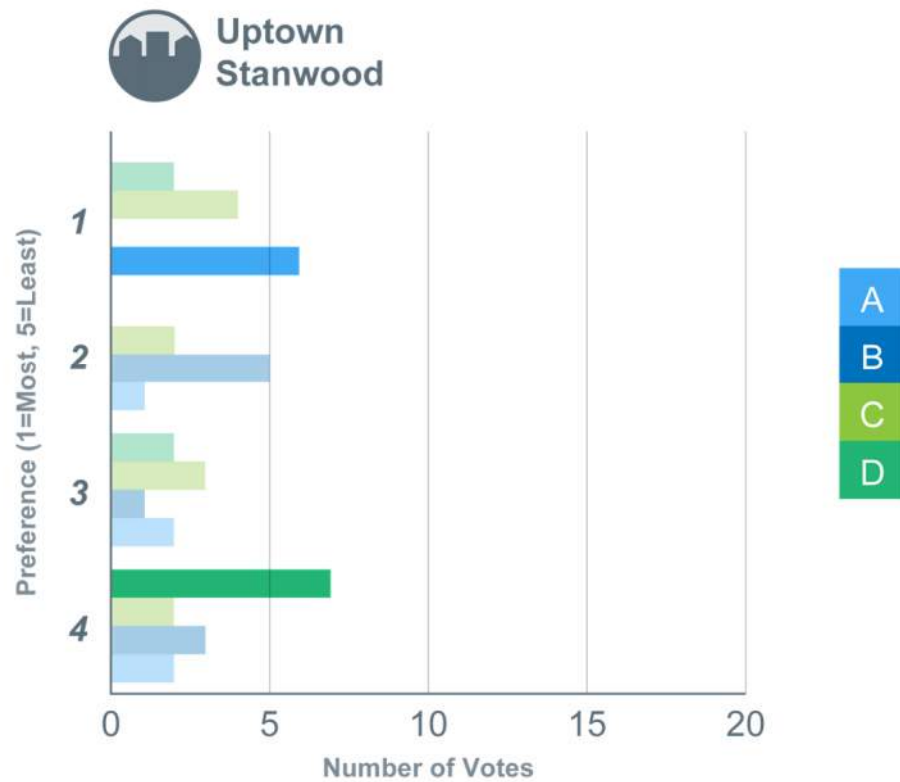
DOWNTOWN PREFERENCE: BY LOCATION



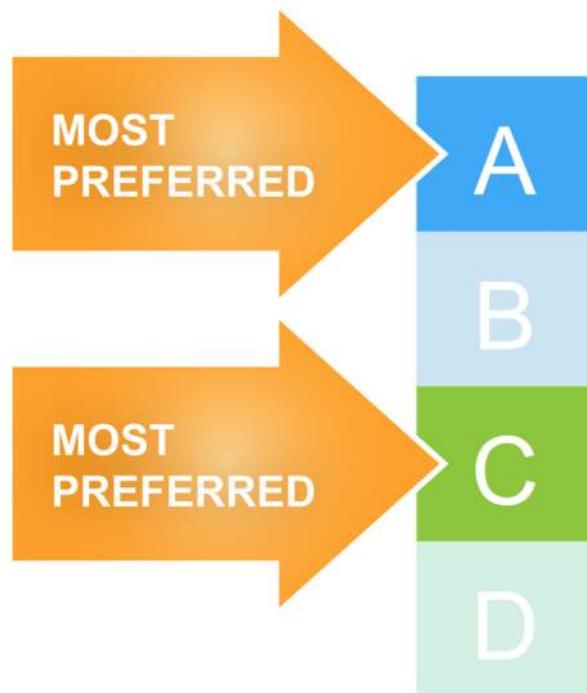
DOWNTOWN PREFERENCE: BY LOCATION



DOWNTOWN PREFERENCE: BY LOCATION

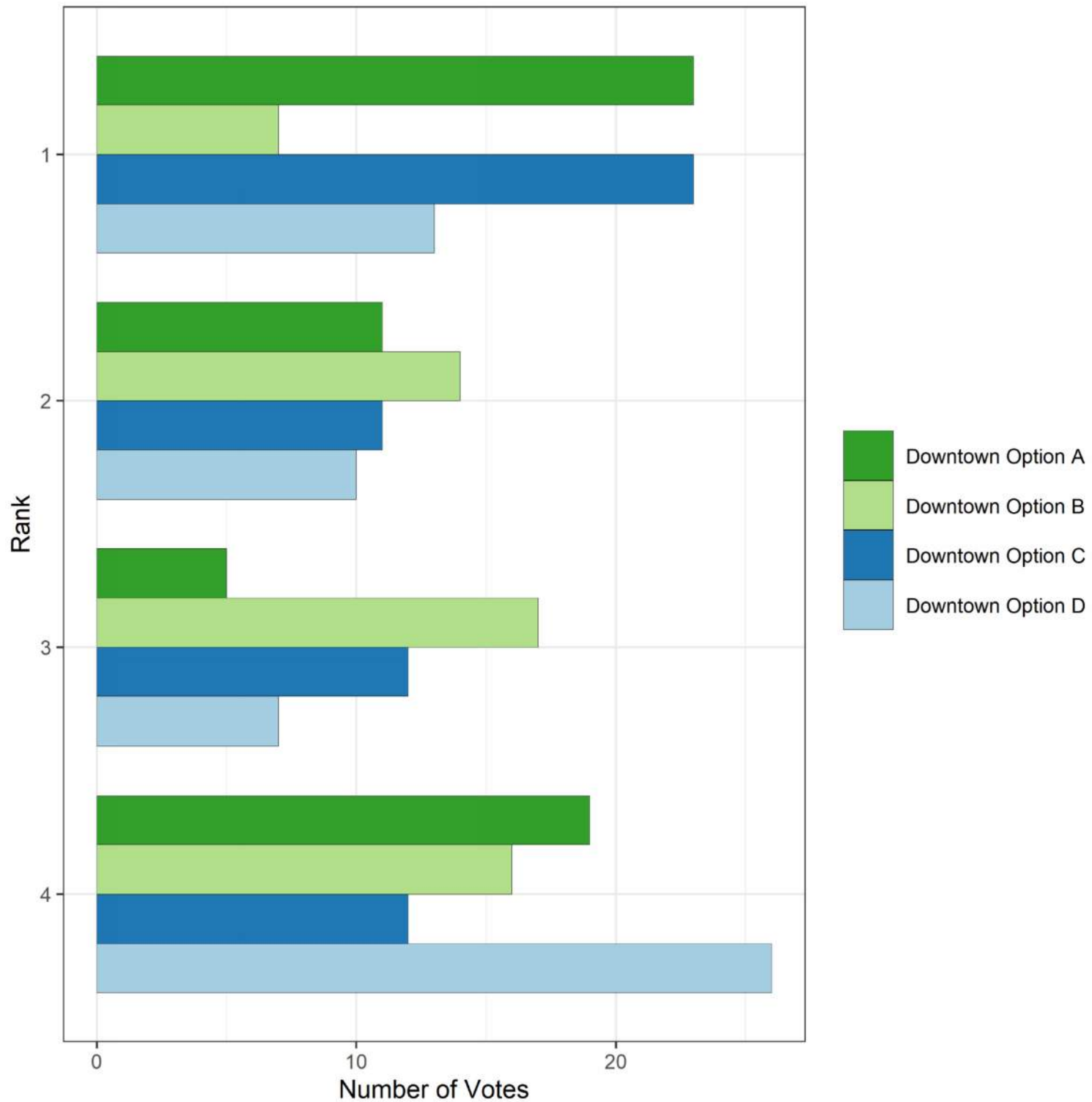


— DOWNTOWN PREFERENCES: TOTAL

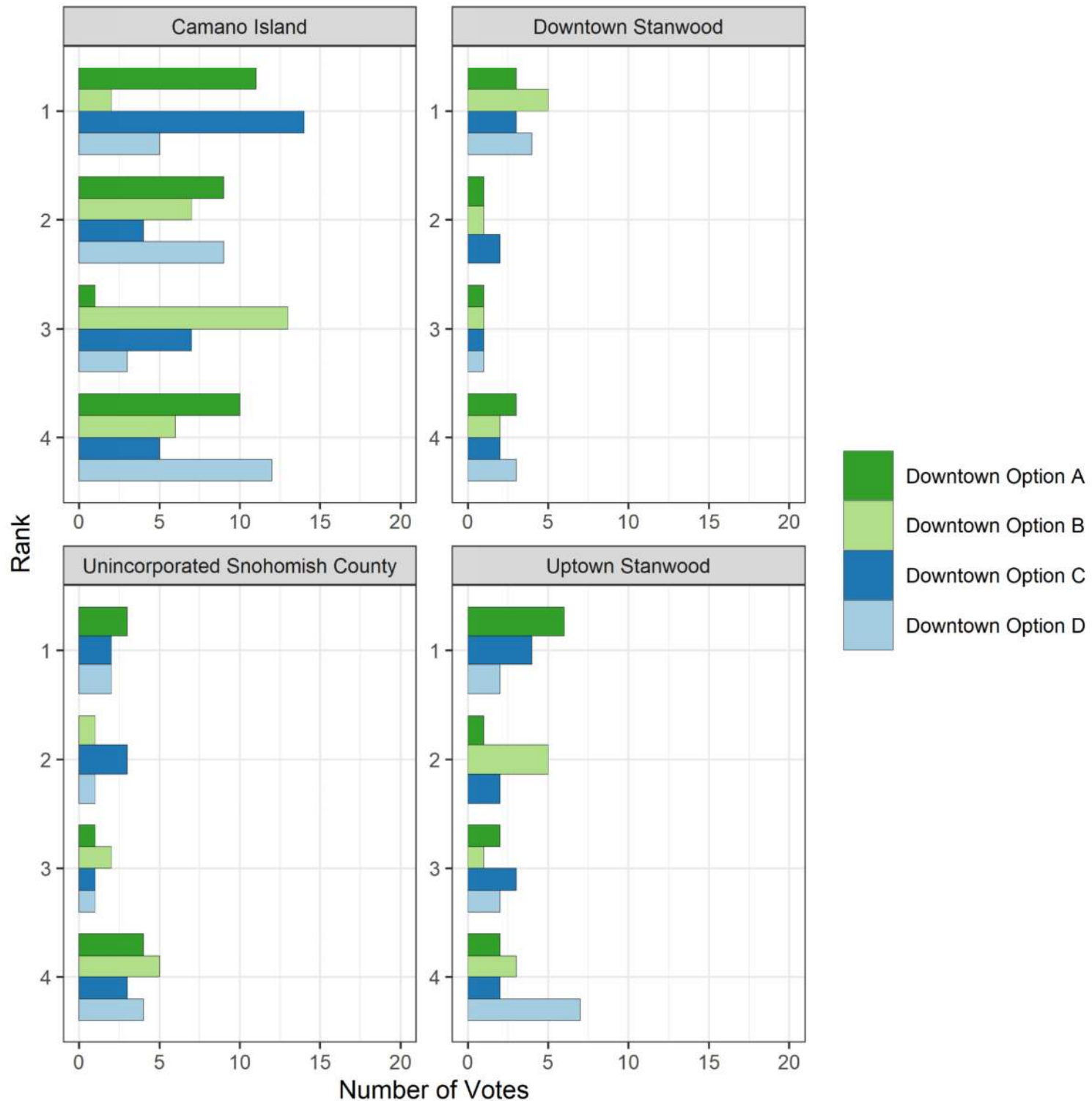


Respondent location
does skew total data

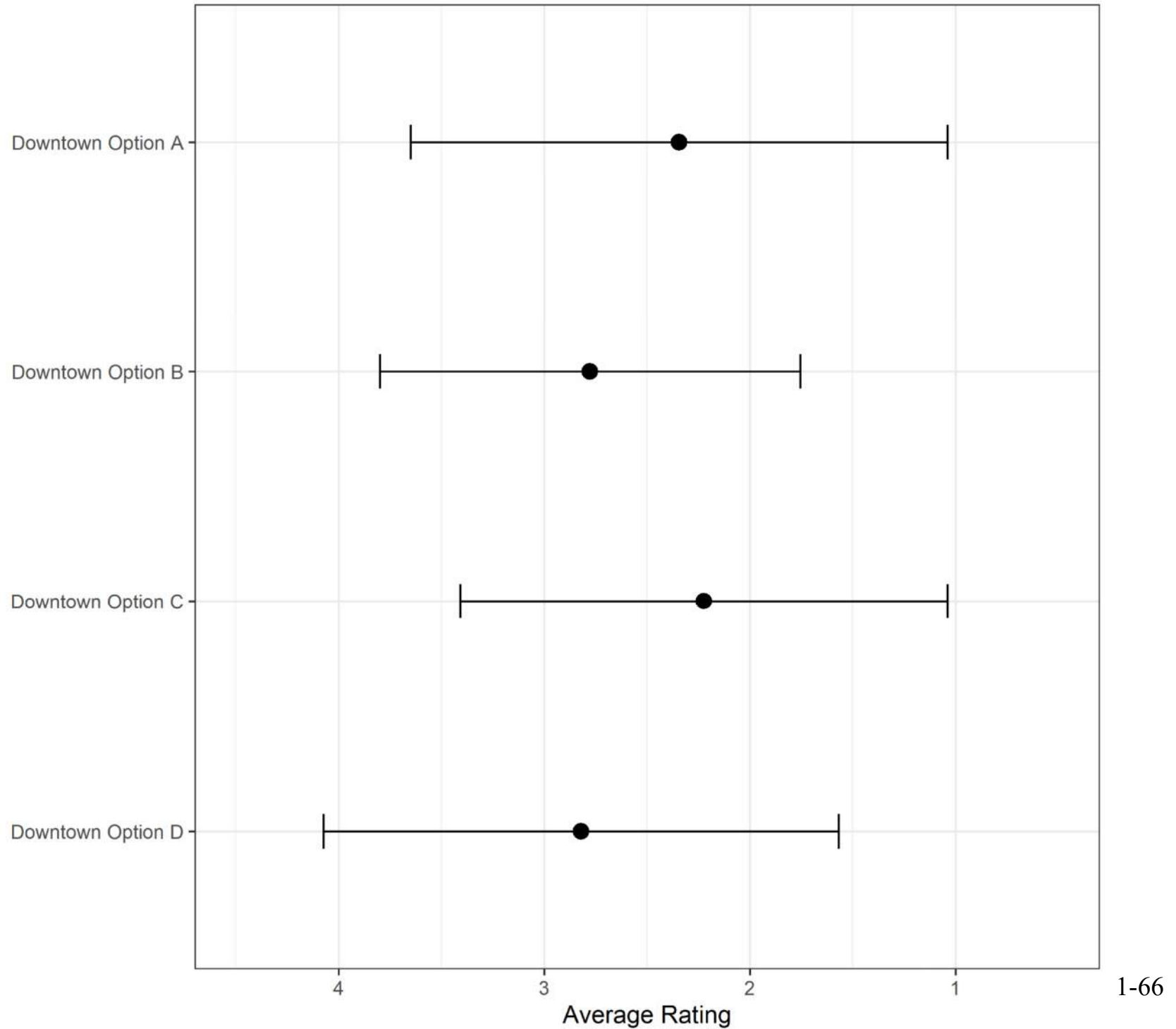
10. Please rank the preliminary options for the DOWNTOWN CORRIDOR we from your most preferred to your least preferred :



10. Please rank the preliminary options for the DOWNTOWN CORRIDOR we from your most preferred to your least preferred :



10. Please rank the preliminary options for the DOWNTOWN CORRIDOR we developed from your most preferred to your least preferred :



ATTACHMENT F

General Project Comments

GENERAL COMMENTS

Do you have any other comments or information we should know?



GENERAL COMMENTS



- Lack of solutions for westbound or southbound traffic
- Accommodations for active modes a lower priority
- Favorable reaction to roundabouts



**CITY OF STANWOOD
CITY COUNCIL SPECIAL MEETING**

City Council Workshop
Thursday, October 14, 2021- 5:00 p.m.

This meeting will be conducted by telephone and online via Zoom,
Connection information will be posted on City Website—
<https://www.stanwoodwa.org>

AGENDA

1. SR-532 Survey Results
2. Solid Waste/Recycling Survey Results
3. Adjourn



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 2

DATE: October 14, 2021

SUBJECT: Results of the Waste Management survey

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Waste Management Survey
B - Waste Management Contract

PURPOSE

The purpose of this agenda item is to share with Council the results of the recently conducted survey (ATT A) regarding services provided by Waste Management (WM) and determine next steps toward a contract for solid waste services.

BACKGROUND

In 2012 the City and WM entered into an agreement (ATT B) that allowed for WM to be the provider of solid waste services to the citizens of Stanwood. The contract was for a ten (10) year period set to expire on April 30, 2022. Last year during an internal audit WM realized they had been providing yard waste/compostable service every week when the contract spelled out service other week. After discussion and consideration, the Council agreed to having WM abide by the contract language and provide that service on an every other week basis which created some confusion and angst with residents. That situation coupled with the fact the contract with WM is set to expire prompted the City to conduct a survey to find out how citizens felt about their current service and what they may like to see different in a new contract.

ANALYSIS

There is an allowance in the contract for extending the contract by mutual agreement for two (2) successive periods of two (2) years each. Council will need to decide how they would like to move forward and direct staff.

RECOMMENDATION

Staff recommends negotiating a new contract with WM.

2021 Stanwood Commercial Solid Waste Survey

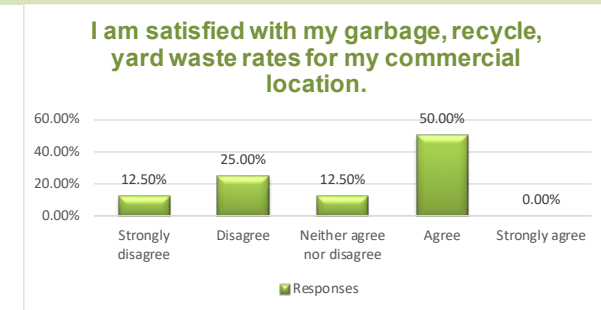
Q1. I am satisfied with the overall garbage, recycle, yard waste service at my commercial location.

Answer Choices	Responses	Totals
Strongly disagree	0.00%	0
Disagree	37.50%	3
Neither agree nor disagree	12.50%	1
Agree	37.50%	3
Strongly agree	12.50%	1
Answered		8
Skipped		0



Q2. I am satisfied with my garbage, recycle, yard waste rates for my commercial location.

Answer Choices	Responses	Totals
Strongly disagree	12.50%	1
Disagree	25.00%	2
Neither agree nor disagree	12.50%	1
Agree	50.00%	4
Strongly agree	0.00%	0
Answered		8
Skipped		0



Q3. I am satisfied with my driver's reliability, communication, and customer service.

Answer Choices	Responses	Totals
Strongly disagree	0.00%	0
Disagree	0.00%	0
Neither agree nor disagree	57.14%	4
Agree	14.29%	1
Strongly agree	28.57%	2
Answered		7
Skipped		1



Q4. I am satisfied with the knowledge and customer care demonstrated by the Waste Management Customer Service department.

Answer Choices	Responses	Totals
Strongly disagree	0.00%	0
Disagree	28.57%	2
Neither agree nor disagree	28.57%	2
Agree	28.57%	2
Strongly agree	14.29%	1
Answered		7
Skipped		1



Q5. I participate in the city's annual Clean Sweep event held each spring.

Answer Choices	Responses	Totals
Strongly disagree	0.00%	0
Disagree	33.33%	2
Neither agree nor disagree	66.67%	4
Agree	0.00%	0
Strongly agree	0.00%	0
Answered		6
Skipped		2



Q6. I am not aware of the city's annual Clean Sweep event held each spring.

Answer Choices	Responses	Totals
Strongly disagree	14.29%	1
Disagree	28.57%	2
Neither agree nor disagree	28.57%	2
Agree	0.00%	0
Strongly agree	28.57%	2
Answered		7
Skipped		1



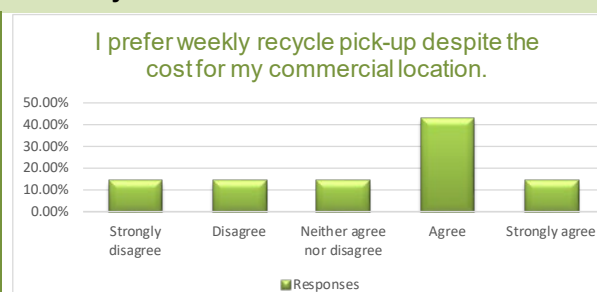
Q7. I prefer recycle pick-up every other week to lower the cost for my commercial location.

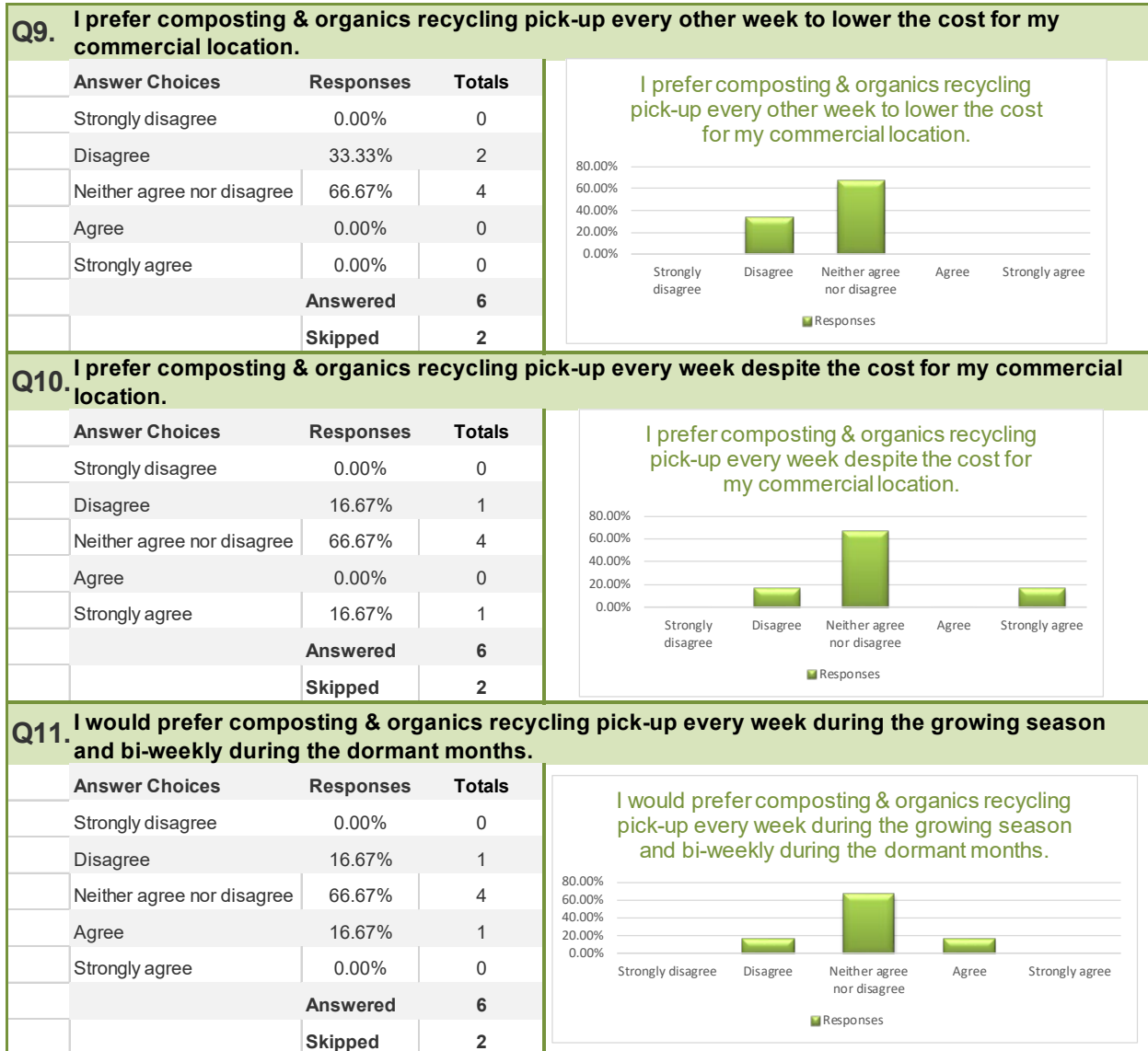
Answer Choices	Responses	Totals
Strongly disagree	33.33%	2
Disagree	16.67%	1
Neither agree nor disagree	33.33%	2
Agree	16.67%	1
Strongly agree	0.00%	0
Answered		6
Skipped		2



Q8. I prefer weekly recycle pick-up despite the cost for my commercial location.

Answer Choices	Responses	Totals
Strongly disagree	14.29%	1
Disagree	14.29%	1
Neither agree nor disagree	14.29%	1
Agree	42.86%	3
Strongly agree	14.29%	1
Answered		7
Skipped		1





2021 Stanwood Residential Solid Waste Survey

Q1. I am satisfied with my overall garbage, recycle, yard waste service.

Answer Choices	Responses	Totals
Strongly disagree	10.96%	25
Disagree	26.75%	61
Neither agree nor disagree	19.74%	45
Agree	35.53%	81
Strongly agree	7.02%	16
Answered		228
Skipped		0



Q2. I am satisfied with my garbage, recycle, yard waste rates.

Answer Choices	Responses	Totals
Strongly disagree	9.82%	22
Disagree	31.25%	70
Neither agree nor disagree	29.91%	67
Agree	25.45%	57
Strongly agree	3.57%	8
Answered		224
Skipped		4



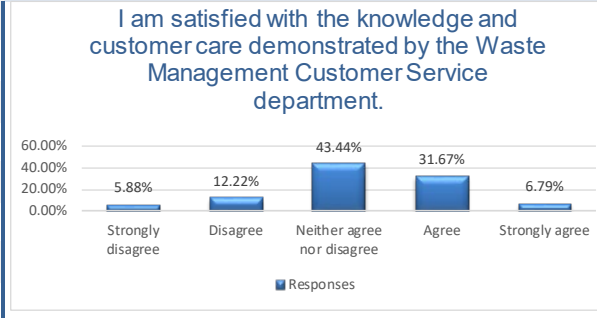
Q3. I am satisfied with my driver's reliability, communication, and customer service.

Answer Choices	Responses	Totals
Strongly disagree	4.07%	9
Disagree	11.31%	25
Neither agree nor disagree	24.43%	54
Agree	40.27%	89
Strongly agree	19.91%	44
Answered		221
Skipped		7



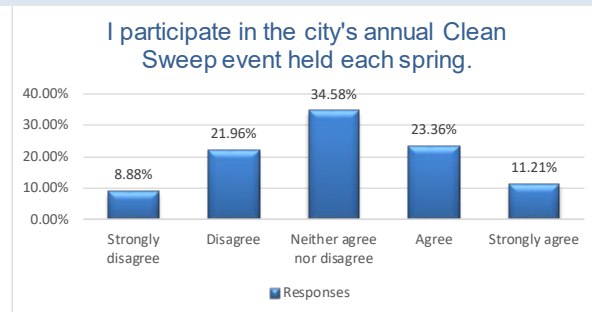
Q4. I am satisfied with the knowledge and customer care demonstrated by the Waste Management Customer Service department.

Answer Choices	Responses	Totals
Strongly disagree	5.88%	13
Disagree	12.22%	27
Neither agree nor disagree	43.44%	96
Agree	31.67%	70
Strongly agree	6.79%	15
Answered		221
Skipped		7

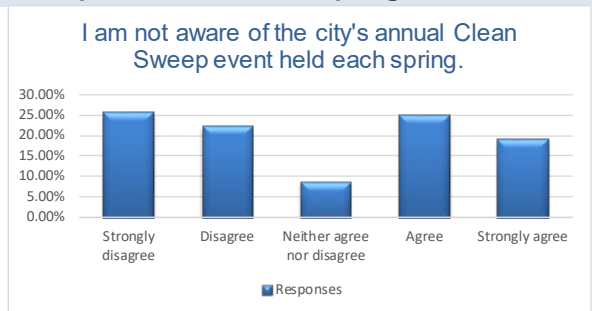


Q5. I participate in the city's annual Clean Sweep event held each spring.

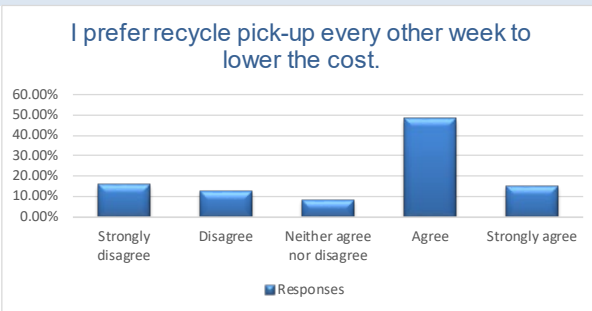
Answer Choices	Responses	Totals
Strongly disagree	8.88%	19
Disagree	21.96%	47
Neither agree nor disagree	34.58%	74
Agree	23.36%	50
Strongly agree	11.21%	24
Answered		214
Skipped		14

**Q6. I am not aware of the city's annual Clean Sweep event held each spring.**

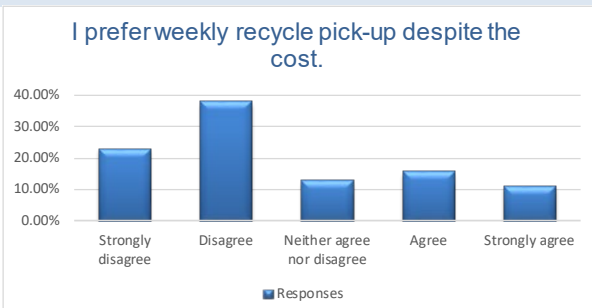
Answer Choices	Responses	Totals
Strongly disagree	25.47%	54
Disagree	22.17%	47
Neither agree nor disagree	8.49%	18
Agree	25.00%	53
Strongly agree	18.87%	40
Answered		212
Skipped		16

**Q7. I prefer recycle pick-up every other week to lower the cost.**

Answer Choices	Responses	Totals
Strongly disagree	15.74%	34
Disagree	12.50%	27
Neither agree nor disagree	8.33%	18
Agree	48.15%	104
Strongly agree	15.28%	33
Answered		216
Skipped		12

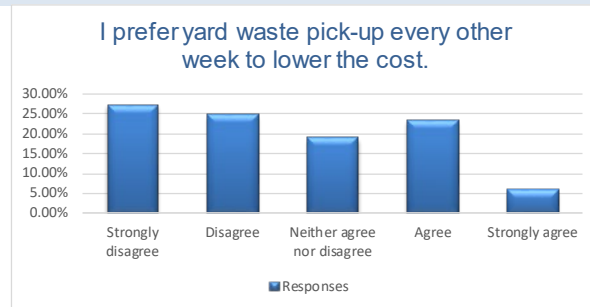
**Q8. I prefer weekly recycle pick-up despite the cost.**

Answer Choices	Responses	Totals
Strongly disagree	22.75%	48
Disagree	37.91%	80
Neither agree nor disagree	12.80%	27
Agree	15.64%	33
Strongly agree	10.90%	23
Answered		211
Skipped		17

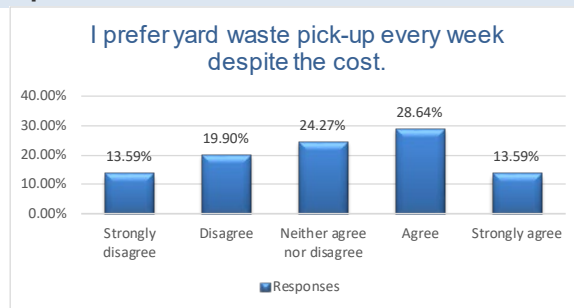


Q9. I prefer yard waste pick-up every other week to lower the cost.

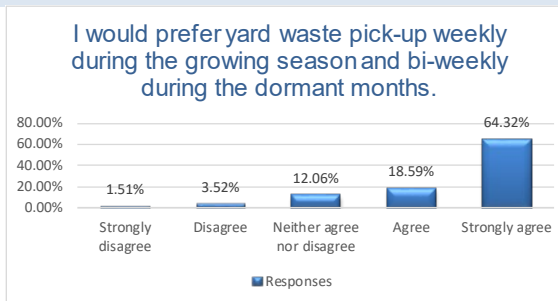
Answer Choices	Responses	Totals
Strongly disagree	27.18%	56
Disagree	24.76%	51
Neither agree nor disagree	18.93%	39
Agree	23.30%	48
Strongly agree	5.83%	12
Answered		206
Skipped		22

**Q10. I prefer yard waste pick-up every week despite the cost.**

Answer Choices	Responses	Totals
Strongly disagree	13.59%	28
Disagree	19.90%	41
Neither agree nor disagree	24.27%	50
Agree	28.64%	59
Strongly agree	13.59%	28
Answered		206
Skipped		22

**Q11. I would prefer yard waste pick-up weekly during the growing season and bi-weekly during the dormant months.**

Answer Choices	Responses	Totals
Strongly disagree	1.51%	3
Disagree	3.52%	7
Neither agree nor disagree	12.06%	24
Agree	18.59%	37
Strongly agree	64.32%	128
Answered		199
Skipped		29



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

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Exhibit A: List of City Facilities

Exhibit B: Service Rate Schedule

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

This CONTRACT FOR SOLID WASTE SERVICES (hereafter, “**Contract**”) is made and entered into this 1st day of May, 2012, by and between the City of Stanwood, a Washington municipal corporation (the “**City**”), and Waste Management of Washington, Inc., a Washington corporation (“**Contractor**”), to provide for Solid Waste Services in the City Service Area. The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**,” unless specifically identified otherwise.

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

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

Blowing: Materials collected on route blowing out of or off the truck.

Bulky Waste/Items: Couches, chairs, mattresses, appliances and other large items that do not fit into the standard Residential or Commercial Garbage Collection truck.

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

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

City: The City of Stanwood, Washington.

City Solid Waste: All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes generated or coming to exist in the Service Area.

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

Commercial Premises: All non-Residential Premises in the Service Area, including, but not limited to, businesses, institutions, governmental agencies, and all other users of commercial-type Solid Waste Services.

Commercial Recycling Customers: Commercial Customers who voluntarily receive Recycling Services.

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

- **Food Waste:** All compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

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

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

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

Contractor: Waste Management of Washington, Inc.

County: Snohomish County, Washington.

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

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

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

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

Effective Date: May 1, 2012

Garbage: City Solid Waste that is placed by Customers in appropriate bags, cans, Carts, or other receptacles for Collection and Disposal by the Contractor. The term "Garbage" shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables or Compostables.

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

Hazardous Waste: Any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing

special handling or disposal requirements similar to those required by Subtitle C of RCRA.

- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

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

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

Multi-Family Complex: A Premises with two or more Residences, irrespective of whether residence therein is transient, temporary or permanent, and which receives collective billing for Contractor's Solid Waste Services (e.g., Residences are not individually billed).

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

Non-Regular Scheduled/Temporary Service: Any non-permanent, temporary service requested by a Customer and available from Contractor, for a fee. These requested services will be provided by the Contractor and billed directly to the Customer by Contractor. City will refer these types of service requests to Contractor for set up, service scheduling and billing.

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

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

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

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

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

Recyclables: Aluminum cans; clean glass containers, clear, amber and green (no ceramic or window glass); Mixed Paper and corrugated cardboard (no larger than 2 feet by 3 feet); newspaper and inserts; and clean plastic bottles, milk jugs and dairy tubs. The City and the Contractor can negotiate any deletion or additions to the Recyclables list.

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

Residential Premises: Any and all Multi-Family Complexes and Single-Family Residences in the Service Area.

Recycling Carts: A Contractor-provided 35-, 64- or 96-gallon Cart suitable for household collection, storage and Curbside placement of Recyclables.

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

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

Single-Family Residence: Residences that receive, and are billed for, Solid Waste Services individually.

Single Stream Recycling: A system in which various types of Recyclables are placed together in the same container for Collection, instead of being sorted into separate commodities by the generator.

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

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

White Goods: Large household appliances such as washers, dryers, stoves, refrigerators (not containing CFCs), dishwashers, and other similar appliances.

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

ARTICLE I AGREEMENT, TERM

1.1 Agreement

The City hereby agrees that Contractor shall have the exclusive right to perform all of the Solid Waste Services, to the extent allowed by law, including all work incidental thereto, upon the terms and conditions set forth below.

1.2 Term

The initial term of this Contract is ten (10) years, starting on the Effective Date, and expiring at 11:59 p.m. on April 30, 2022. The Parties may, by mutual agreement, extend the Contract for two (2) successive periods of two (2) years each. Any such extension shall be under the terms and conditions of this Contract. To exercise the option to extend this Contract, the Parties shall agree in writing not less than 180 days prior to the then expiring Contract term.

1.3 Exclusive Right; Franchise Enforcement

The City does hereby grant to Contractor the exclusive duty, right and privilege to perform the Solid Waste Services, including Collection and Disposal, processing and marketing or otherwise handling all City Solid Waste generated, deposited, accumulated or otherwise coming to exist in the Service Area. Provided, however, that Contractor shall not have the exclusive right to collect Recyclables generated by private Commercial Premises; such Recyclables shall be deemed open market.

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

1.4 Subscription Services

The Parties understand and acknowledge that Collection services to be provided by Contractor under this Agreement are offered on a subscription basis, and that Collection services are not mandatory under the City code; Residential and Commercial Premises may choose to self-haul its own Garbage, Recyclables, and Compostables. However, Residential and Commercial Premises may not receive any of the Solid Waste Services from any third party other than Contractor (except with regard to Recyclables Collection from private Commercial Premises), nor may the City contract for Solid Waste Services with any third party other than Contractor.

ARTICLE II GENERAL OPERATIONS

2.1 Collection

2.1.1 General

Contractor shall perform the Solid Waste Services as provided in this Contract. The collection of Hazardous Waste is not included within the scope of this Contract, and Contractor shall be under no obligation to collect any Hazardous Waste. Customers shall remain responsible for any Hazardous Waste or other unacceptable materials placed in collection containers, even if

such materials are inadvertently collected by Contractor, and to the extent such Customers can be identified, Contractor may seek to impose upon such Customers any and all costs and expenses associated with managing such Hazardous Waste or unacceptable materials. However, nothing herein is intended to prevent Contractor from collecting, transporting and/or disposing of any non-hazardous or hazardous toxic waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any action taken in the performance of this Contract.

2.1.2 Collection Schedule and Hours of Operations

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

2.1.3 Collection Locations

Contractor shall collect Garbage, Recyclables and Compostables at Curbside from all Single-Family Residences and Multi-Family Residences with Cart-based services. Contractor may refuse to pick up materials at locations identified by Contractor and approved by the City, acting reasonably, where, because of the conditions of the streets, alleys or roads, it is impractical to operate vehicles, and may refuse to drive into private property where driveways or roads are without adequate turnarounds or have other unsafe conditions.

2.1.4 Collection from Senior Citizens and Physically Challenged Persons

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

2.1.5 Dangerous Animals

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

2.1.6 Employees to Use Walks if Carry-Out Service Directed

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

2.1.7 Employees Not to Trespass

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

2.2 Contractor to Make Examination

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

2.3 Employees

All workers employed by Contractor shall be competent and skilled in the performance of the work to which they may be assigned. All drivers must have a C.D.L. "B" or "A" license and a current medical card. Failure or delay in the performance of this Contract due to Contractor's inability to obtain workers of the number and scope required, shall constitute a default of this contract, except to the extent that Section 13.8 (Force Majeure) applies.

2.3.1 Non-Discrimination

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

2.3.2 OSHA/WISHA

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

2.3.3 Compliance with Laws

Contractor agrees to comply, at its own expense, with all applicable State, Federal and Local laws, rules and regulations, including, but not limited to, all applicable laws regarding wages.

2.3.4 Employees to be Courteous, Etc.

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

2.4 Company Name

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

2.5 Contractor's Offices

Contractor shall be required to maintain a local access telephone number or a toll-free number which meets the approval of the City, and such attendants as may be necessary to take care of complaints, as well as orders for special service or to receive instruction. The attendant shall be on duty between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except holidays. At such times as the office is closed, a recorder shall be in operation. The Contractor shall maintain a website for Customer use 24 hours per day 7 days per week. The website must provide a separate address for the City of Stanwood that can accept electronic communication.

2.6 Permits

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

2.7 Public Utilities

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

2.8 Loading

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

2.9 Cleanup of Spills

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles

shall be operated so as to prevent blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and remove any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering of this material. Spillage not immediately cleaned up may be cause for performance fees, as described in Section 11.2.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of Contractor vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval (if requested) by the City before initiating any work under this Contract. All Contractor vehicle drivers shall be provided with annual hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures.

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

2.10 Disruption of Collection

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

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

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

2.10.2 Holiday Schedules

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

2.10.3 Missed and Makeup Collections

If the Contractor fails to collect a Customer's Garbage, Recyclables or Compostables which have been properly and timely set out for collection during a regularly scheduled collection, other than as provided in Section 2.10.1 or 2.10.2, the Contractor shall make a special make up collection within 24 hours (or one business day) of notification by the City or Customer. This section applies to omitted collections of a single residence, a row of residences, or an entire route. If Contractor fails to provide a special pickup for a missed collection within twenty-four (24) hours (or one business day) after notification by the Contract Administrator or Customer, the Contract Administrator may cause the work to be done and the Contractor shall fully reimburse the City for its collection expenses. In addition, Contractor may be responsible for liquidated damages per section 11.2.

2.11 Collection Equipment

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

2.12 Reserve Equipment

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

2.12.1 Painting and Cleaning of Vehicles

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

2.13 Subcontractors

Contractor may not subcontract any portion of the services required by this Contract without the specific written consent of the Contract Administrator, which shall not be unreasonably withheld. Such consent shall not relieve Contractor from its responsibilities under this Contract for the services performed by a subcontractor.

2.14 Method of Processing and Disposal

Contractor shall deliver all Garbage, Recyclables and Compostables collected under the Contract to permitted facilities of its choosing, as approved by the Snohomish County Solid

Waste Division and Snohomish County Health Department, for the processing or disposal of such materials.

2.15 Service to City Facilities

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

If the City requests additional City Facilities or volume of material which Contractor is obligated to collect from the City Facilities, then the Parties shall meet and confer in good faith to negotiate an appropriate adjustment to Contractor’s rates set forth herein.

2.16 Compliance with Laws

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

2.17 Service Area

The Contractor shall provide all Solid Waste Services pursuant to this Contract within the Service Area.

2.18 Carts and Containers

The Contractor shall provide a Cart to any subscribing Customer who requests one for Garbage, Recyclables, or Compostables Collection service and to whom Cart-based services are appropriate. Contractor shall retain ownership of any Carts or other containers provided by Contractor in performing the services under this Contract. Cart deliveries (for new or replacement Carts) shall be subject to the service rate schedule in Exhibit B. Contractor shall deliver Carts necessary to meet the service requirements set forth under this Contract upon a delivery schedule to be mutually agreed upon by the Contractor and the City.

2.19 Solar Compactors

The Contractor shall provide and install, at no cost to the City, seven (7) BigBelly Solar compactors- three BigBelly’s and four SmartBelly’s- at locations mutually agreed upon by the Parties. At the conclusion of the initial term of this Contract (April 30, 2022), title to these solar compactors shall convey to the City.

ARTICLE III REPORTING REQUIREMENTS

3.1 Reporting Requirements

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

3.1.1 Annual Program Reports

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

- a. Monthly summary of Recyclables and Compostables tonnage collected and recovered (not disposed of at landfill), by customer category.
- b. Recycling participation (count customers twice a year, April & October)
- c. Monthly summary of City Solid Waste tonnage, by customer category.
- d. Customer complaint report, missed pick ups, missed deliveries, etc.
- e. Report the overall Service Machine Score of the company based on 1 error per 1,000 services for the reporting period.

3.1.2 Monthly Program Reports

The Contractor shall submit monthly program reports during the term of the Contract. These reports shall be completed at the end of the month for the month prior. These reports shall clearly indicate individual totals for single family, multi-family and commercial collection. At a minimum, the reports shall include:

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

3.2 Contractor's Records; Access Inspection

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

omissions of City or its employees or agents in violation of this Agreement. The confidentiality obligations under this paragraph shall survive termination of this Agreement.

ARTICLE IV INSURANCE AND SAFEGUARDS

4.1 Insurance

Contractor shall procure and maintain for the duration of the Contract insurance for claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for Contract termination under Section 11.1.

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

4.1.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following of the types described:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractor's Pollution Liability Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.

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

4.1.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractors Pollution Liability. The Pollution Legal Liability shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims made basis.

4.1.3 Deductibles and Self-Insured Retention

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

4.1.4 Other Insurance Provisions

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

- (1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- (2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City.

4.1.5 Acceptability of Insurers

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

4.1.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor within ten (10) days of the date of this Agreement.

4.1.7 Subcontractors

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

4.1.8 Contractor's Insurance Primary

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

4.2 Performance Bond

Contractor shall furnish to the City a proper performance bond to be approved by the City Attorney, conditioned that Contractor shall faithfully perform all the provisions and terms of the contract and related documents and pay all laborers, mechanics and subcontractors and material persons, and all persons who shall provide such Contractor with provisions and supplies for the carrying on of such work; which bond shall be signed by Contractor and two or more good and sufficient sureties or with Surety Company as Surety, and shall be in the amount of One Hundred Thousand Dollars (\$500,000.00). Said bond shall at all times be kept in full force and effect during the term of this Agreement. Contractor agrees to pay all costs, including attorney's fees, associated with the enforcement of said bond.

4.3 Indemnification and Hold Harmless Agreement

4.3.1 Indemnification

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

4.3.1 Waiver of RCW Title 51

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

4.4 Compliance Required

Failure of the Contractor to fully comply with any and all of the terms of the foregoing insurance or bond provisions shall be considered a material breach of this contract and unless cured by Contractor within 7 days after written notification from the City, shall be cause for its immediate termination at the option of the City.

ARTICLE V GARBAGE COLLECTION

5.1 Garbage Collection

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

5.1.1 Carts

For Residential Premises with Cart-based Solid Waste Services, Garbage will be collected in Contractor provided Carts (for all Customers who request such a Cart) or Customer provided cans. Extra materials which do not fit neatly within the Customer's primary Cart/can shall be collected for a fee as set forth in rate schedule and may be placed adjacent to the primary Cart/can in customer provided cans, bags, or other receptacles which can be safely collected by Contractor's personnel and equipment. All Multi-Family Garbage and Commercial Garbage will be collected in Contractor provided Carts or containers, and extra materials which do not fit neatly within the Customer's primary Cart or container shall be collected for a fee as set forth in rate schedule and may be placed adjacent to the primary Cart or container in Customer provided cans, bags, or other receptacles which can be safely collected by Contractor's personnel and equipment. Commercial Customers may provide their own compactors or containers, provided such can be safely and effectively handled by Contractor's personnel and collection vehicles.

5.1.2 Bulky Items and White Goods

Upon request from the City, the Contractor shall provide separate collection of bulky items and white goods on a call-in basis. Residents will be charged fees according the fees in effect at the time of the request.

ARTICLE VI CITY CLEANUPS

6.1 Spring Cleanup

The Contractor shall provide a city cleanup up to one time per year, upon 30 days notice from the City. At each City cleanup day, Contractor shall provide all necessary containers, equipment, and labor without charge to Customers in the City. Containers shall be located at a place or places designated by the City. The Contractor shall collect a maximum of thirty (30) tons of solid waste per year at no cost to the customers or the City, and shall charge the City only the amount of disposal fee and labor costs for solid waste in excess of 30 tons.

**ARTICLE VII
RECYCLABLES COLLECTION**

7.1 General Recycling Provisions

For Residential Premises with Cart-based Solid Waste Services, Recyclables shall be collected on a Single Stream basis every other week, on the same days as Garbage collection. The cost of such Residential Recyclables collection shall be included the rates for Residential Garbage collection set forth in Exhibit B. Up to 64 gallons of extra Recyclables which do not fit within the Contractor provided Cart will be collected free of charge from Residential Customers, but any additional materials shall be subject to the fees set forth in Exhibit B.

Services will be provided to Commercial Recycling Customers pursuant to separate agreements.

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

7.2 Recycling Carts

Contractor will provide a 35-gallon cart or a 64-gallon Cart to all Residential Cart-based Garbage Customers who request a Cart for Single Stream Recyclables. The default Cart size shall be 64 gallons, unless a Customer requests a different size. Upon request, 96 gallon Recycling Carts may also be provided to such Residential Customers. Commercial and Multi-Family Recyclables shall be collected either in Carts or containers provided by Contractor, based upon the volume of service.

**ARTICLE VIII
COMPOSTABLES COLLECTION**

8.1 Compostables Collection

Compostables shall be collected from Residential Premises who choose to subscribe for such service, on an every other week basis on the same days as Garbage collection, or at such other times as mutually agreed, at the rates set forth in Exhibit B. All Residential Customers with Cart-based Garbage collection services who sign up for Compostables collection will be provided a 96-gallon Compostables Cart, if requested. Yard Waste and Food Waste may be commingled by such Residential Customers in the Compostables Cart. Small Commercial and

Multi-Family Customers with non-Cart based Solid Waste Services may participate in the Compostables collection program for the fees set forth in Exhibit B. Such Commercial and Multi-Family Customers shall be provided a 96 gallon Cart.

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

ARTICLE IX COMPENSATION

9.1 Contractor Rates

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

9.1.1 CPI Adjustments to Service Component

Commencing on September 1, 2012 and on the same date annually thereafter (the “**Adjustment Date**”), the Collection Fee component of Contractor’s rates set forth in Exhibit B, as adjusted hereunder, shall be automatically increased by a percentage equal to the annual percent increase in the Consumer Price Index (“CPI”) - for Seattle, Tacoma, Bremerton (1982-84 = 100) for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics for the twelve month period ending the nearest, but at least 120 days prior to, the Adjustment Date. At least ninety (90) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor’s rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

9.1.2 Pass Through of Disposal and Processing Fee Increases

Disposal Fee component adjustments shall be made to Contractor collection Rates to reflect increases or decreases in Snohomish County disposal fees for solid waste. In the event of a change in disposal fees, the Disposal Fee component of rates charged to Customers shall be adjusted, based on Container content weights specified in Attachment B of this Contract.

9.1.3 Periodic Adjustment Due to Extraordinary Circumstances:

The Contractor’s rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the adjustments set forth in Section 9.1.1 and 9.1.2, the Contractor’s rates under this Contract shall, upon written

request of Contractor or City, be further adjusted for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- (a) material changes in Contractor's costs resulting from a Force Majeure event;
- (b) changes in the scope or method of services provided by Contractor or other changes or fees required, initiated, or approved by the City;
- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (d) any increase in fees for the processing of Recyclables or Compostables, if such Recyclables or Compostables are being processed at a third party facility not owned or operated by Contractor;
- (e) any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of City Solid Waste;
- (f) a material increase in the volume of City Solid Waste collected by Contractor hereunder, whether caused by customer growth and/or annexation;
- (g) a material fluctuation in the markets or market price for Recyclables, unforeseen increases in the cost of collection, handling, storing, transporting, marketing, or sale or other disposition of Recyclables, the need for increased promotional or educational activities pertaining to recycling or any changes to the definition of "Recyclables" set forth herein;
- (h) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

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

9.2 City Road Maintenance Fee

Contractor shall pay the City \$17,000 for each complete year of this Contract, which the City presently intends to use for road maintenance purposes. A pro rata portion of such annual

fee shall be paid monthly. Such fee shall be increased each year by the most recent published percentage change in CPI.

ARTICLE X

BILLING SERVICES AND CUSTOMER EDUCATION

10.1 Contractor Billing

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

10.2 Collection for Non-Payment

The Contractor may bill to Customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Contractor may suspend or terminate service to accounts that become more than sixty days past due, following fifteen days' written notice to the Customer, and/or may place a lien upon the Customer's property, in accordance with applicable law. If such service is reactivated, Contractor may charge a reactivation fee and/or may require a deposit from the Customer.

10.3 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned containers, repeated refusal to position Garbage, Recyclables and Compostables containers properly for automated collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

10.4 Promotion, Education, and Outreach

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

The Contractor shall maintain a complete list of all Multi-Family Complex and Commercial Customer sites within the City Service Area, and the status of each site's participation in Contractor-provided services. The Contractor shall annually contact by mail the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multi-Family Complex and Commercial Customer sites. This Contact shall be coordinated with City and County promotional efforts. The Contractor shall include with its annual report the list of Multi-Family Complex and Commercial Customer sites; Garbage, Recyclables and Compostables status; container sizes, service frequency, and types; Customer contact dates; and suggestions for increasing participation or other program improvements.

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

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information.

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

ARTICLE XI DEFAULTS

11.1 Termination

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

to commence such cure in a manner reasonably satisfactory to remedy the stated reason, then the City may at its option terminate all or a portion of this Contract.

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

11.2 Liquidated Damages

As a breach of the service provided by this Contract would cause serious and substantial damage to City and its residents, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by City by such breach, it is agreed that in case of breach of service, City may elect to collect liquidated damages for each such breach and Contractor shall pay City as liquidated damages and not as penalty, the amount set forth below, such sums being the amount which City will be damaged by the breach of such services. An election to seek such remedy shall not be construed as a waiver of any remedies City may have as to any subsequent breach of services under this Contract.

Missed collection that is not collected within a 24 hour period after being notified:	\$50.00 per incident to a maximum of \$500 per truck per day
Repetition of complaints on a route after notification to replace can or detachable container in designated locations, spilling, not closing gate, crossing planted areas, or similar violations:	\$25.00 per incident to a maximum of \$500 per truck per day
Commencement of residential collection prior to 6:00 a.m. or after 10:00 p.m. Also applies in other areas within 300 feet of residential sections.	\$100.00 per incident (each truck on each route is a separate incident)
Failure to collect spillage consistent with the provisions of this Contract (except where caused by overloading by the customer).	\$25.00 per incident
Collection from residential premises on other than the day specified without appropriate notice as specified in this Contract.	\$25.00 per structure, to a maximum of \$750.00 per truck, per day.
Failure to collect within twenty-four (24) hours after notification of a missed collection of an entire block segment of 1-4 unit residences. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction).	\$150.00 per block segment.
Collection of material set out for pick up under different collection program, if clearly marked for recycling or charitable purposes if self-evident.	\$25.00 per incident, up to a maximum of \$750.00 per truck per day.
Failure to deliver recyclable materials or yard waste containers within seven (7) business days of notice.	\$10.00 per container, per day.

Misrepresentation by Contractor of records.	\$250.00 per incident report.
Failure to clean or replace detachable containers within seven (7) business days of notification by City.	\$25.00 per container per day.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$25.00 per vehicle to a maximum of \$100.00 per visit.
Landfilling uncontaminated recyclables or yard waste.	\$100.00 per ton with no maximum; minimum of \$100.00 per incident.

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

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

ARTICLE XII ANNEXATION

12.1 Franchise Rights/Annexations

Contractor agrees by accepting this Contract from the City that its WUTC certificate rights applicable to the Service Area within the City as it exists at the commencement of this Contract shall be deemed canceled on the Effective Date of this Contract. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing certificate rights held by the Contractor prior to the execution of this Contract, and further specifically waives the right to receive any additional compensation or any rights of collection in the existing Service Area.

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

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

ARTICLE XIII MISCELLANEOUS

13.1 Non-Waiver

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

13.2 Notices

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

Public Works Director
City of Stanwood
10220 270th Street SW
Stanwood, WA 98292

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

Mary Evans, Director of Public Sector Services
720 4th Avenue, Suite 400
Kirkland, WA 98033

and a copy to:

Waste Management – Western Group
Attn. Group General Counsel
7025 North Scottsdale Road, Suite 200
Scottsdale, AZ 85253

13.3 Severability

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

13.4 Entire Agreement

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

13.5 Attorneys' Fees

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

13.6 Change in Service

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

13.7 Assignment

This Contract may not be assigned or transferred by Contractor, nor shall Contractor subcontract any part of this Contract, without the prior written consent of the City Council, as evidenced by a City Resolution and the signature of the Mayor. The City may withhold its consent to assignment or transfer of this Contract, though not unreasonably. In the event of an unauthorized assignment or transfer, the City reserves the right to cancel the Contract.

13.8 Force Majeure

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

13.9 Applicable Law / Venue

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

13.10 Independent Contractor

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

13.11 Subcontracting

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

13.12 Taxes and Fees

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

13.13 Insolvency; Right to Terminate Contract

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

13.14 Reservation of Municipal Authority

The City specifically reserves the right to enact general municipal ordinances and resolutions affecting all businesses and persons in the City.

13.15 Successors and Assigns

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

13.16 Corporate Authority

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

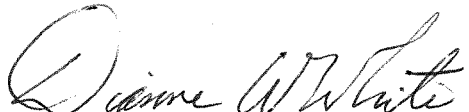
13.17 Dispute Resolution

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

[Signatures on following page]

Agreed to as of this 12th day of April, 2012:

City of Stanwood

By: 
Mayor

Waste Management of Washington, Inc.

By: 
Its: ARON VP.

Attest:

By: 
City Clerk

Approved as to form:

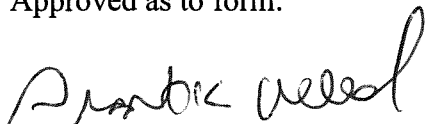

City Attorney

EXHIBIT A

LIST OF CITY FACILITIES

27099 72nd Ave NW - City of Stanwood Church Creek Park 970-17486
26729 98th Dr. NW - public works 970-17739
9701 276th St. NW - Heritage Park 970-16929
8727 271st St NW - Police department 970-16808
10220 270th St. NW - Waste water treatment 970-17132

EXHIBIT B
SERVICE RATE SCHEDULE

City of Stanwood

Exhibit B - Rate Schedule						
	Service Level	Service Level Count	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Section A						
Monthly	1 32 gallon Garbage Can	24	37.25	\$ 1.96	\$ 9.54	\$ 11.50
Weekly Residential Curbside Service (includes recycling)	1 20 gallon Mini-Can	19	17.03	\$ 3.87	\$ 15.23	\$ 19.10
	1 32 gallon Garbage Can	846	29.80	\$ 6.78	\$ 14.32	\$ 21.10
	2 32 gallon Garbage Cans	65	59.60	\$ 13.56	\$ 15.14	\$ 28.70
	3 32 gallon Garbage Cans	2	89.40	\$ 20.34	\$ 15.96	\$ 36.30
	1 20-gallon Garbage Cart	35	17.03	\$ 3.87	\$ 16.73	\$ 20.60
	1 35-gallon Garbage Cart	333	29.80	\$ 6.78	\$ 15.42	\$ 22.20
	1 64-gallon Garbage Cart	169	59.60	\$ 13.56	\$ 16.34	\$ 29.90
	1 96-gallon Garbage Cart	19	89.40	\$ 20.34	\$ 17.06	\$ 37.40
	Additional 32 Gallon Cans (weekly service)	2	29.80	\$ 6.78	\$ 0.82	\$ 7.60
	Extras (32 gallon equivalent)	100	29.80	\$ 1.56	\$ 2.54	\$ 4.10
	Subscription Yard Waste service				\$ 7.50	\$ 7.50
Section B						
Weekly Commercial Can	1 32 gallon Garbage Can/Garbage Cart	51	29.80	\$ 6.78	\$ 10.12	\$ 16.90
Weekly Commercial Detachable Container (compacted)	2 Cubic Yard Container		594.00	\$ 135.13	\$ 167.77	\$ 302.90
	3 Cubic Yard Container		891.00	\$ 202.70	\$ 234.75	\$ 437.45
	4 Cubic Yard Container		1,188.00	\$ 270.27	\$ 290.68	\$ 560.95
	6 Cubic Yard Container		1,782.00	\$ 405.40	\$ 402.33	\$ 807.73
Weekly Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	55	99.00	\$ 22.52	\$ 61.45	\$ 83.97
	1 Cubic Yard, 2 pickups/week		99.00	\$ 45.04	\$ 113.89	\$ 158.93
	1 Cubic Yard, 3 pickups/week		99.00	\$ 67.56	\$ 166.34	\$ 233.90
	1 Cubic Yard, 4 pickups/week		99.00	\$ 90.08	\$ 218.78	\$ 308.86
	1 Cubic Yard, 5 pickups/week		99.00	\$ 112.60	\$ 271.23	\$ 383.83
	1.5 Cubic Yard, 1 pickup/week	19	148.50	\$ 33.78	\$ 71.55	\$ 105.33
	1.5 Cubic Yard, 2 pickups/week	1	148.50	\$ 67.56	\$ 133.11	\$ 200.67
	1.5 Cubic Yard, 3 pickups/week		148.50	\$ 101.34	\$ 194.66	\$ 296.00
	1.5 Cubic Yard, 4 pickups/week		148.50	\$ 135.12	\$ 256.21	\$ 391.33
	1.5 Cubic Yard, 5 pickups/week		148.50	\$ 168.90	\$ 317.76	\$ 486.66
	2 Cubic Yard, 1 pickups/week	25	198.00	\$ 45.04	\$ 83.09	\$ 128.13
	2 Cubic Yard, 2 pickups/week	2	198.00	\$ 90.08	\$ 154.18	\$ 244.26
	2 Cubic Yard, 3 pickups/week		198.00	\$ 135.12	\$ 225.28	\$ 360.40
	2 Cubic Yard, 4 pickups/week		198.00	\$ 180.16	\$ 296.37	\$ 476.53
	2 Cubic Yard, 5 pickups/week		198.00	\$ 225.20	\$ 367.46	\$ 592.66
	3 Cubic Yard, 1 pickup/week	20	297.00	\$ 67.57	\$ 103.73	\$ 171.30
	3 Cubic Yard, 2 pickups/week	6	297.00	\$ 135.14	\$ 193.46	\$ 328.60
	3 Cubic Yard, 3 pickups/week		297.00	\$ 202.71	\$ 283.19	\$ 485.90
	3 Cubic Yard, 4 pickups/week	1	297.00	\$ 270.28	\$ 372.92	\$ 643.20
	3 Cubic Yard, 5 pickups/week		297.00	\$ 337.85	\$ 462.64	\$ 800.49
	4 Cubic Yard, 1 pickup/week	19	396.00	\$ 90.09	\$ 126.24	\$ 216.33
	4 Cubic Yard, 2 pickups/week	5	396.00	\$ 180.18	\$ 235.48	\$ 415.66
	4 Cubic Yard, 3 pickups/week	2	396.00	\$ 270.27	\$ 344.73	\$ 615.00
	4 Cubic Yard, 4 pickups/week		396.00	\$ 360.36	\$ 453.97	\$ 814.33
	4 Cubic Yard, 5 pickups/week		396.00	\$ 450.45	\$ 563.21	\$ 1,013.66
Weekly Commercial Detachable Container (loose)	6 Cubic Yard, 1 pickup/week	4	594.00	\$ 135.13	\$ 160.47	\$ 295.60
	6 Cubic Yard, 2 pickups/week	5	594.00	\$ 270.26	\$ 300.94	\$ 571.20
	6 Cubic Yard, 3 pickups/week	8	594.00	\$ 405.39	\$ 441.40	\$ 846.79
	6 Cubic Yard, 4 pickups/week		594.00	\$ 540.52	\$ 581.87	\$ 1,122.39
	6 Cubic Yard, 5 pickups/week	2	594.00	\$ 675.65	\$ 722.34	\$ 1,397.99
	8 Cubic Yard, 1 pickup/week	1	792.00	\$ 180.18	\$ 195.12	\$ 375.30
	8 Cubic Yard, 2 pickups/week	1	792.00	\$ 360.36	\$ 367.23	\$ 727.59
	8 Cubic Yard, 3 pickups/week	1	792.00	\$ 540.54	\$ 539.35	\$ 1,079.89
	8 Cubic Yard, 4 pickups/week		792.00	\$ 720.72	\$ 711.47	\$ 1,432.19
	8 Cubic Yard, 5 pickups/week		792.00	\$ 900.90	\$ 883.59	\$ 1,784.49
	Extra loose cubic yard, per pickup		99.00	\$ 5.20	\$ 9.20	\$ 14.40

City of Stanwood

Exhibit B - Rate Schedule						
	Service Level	Service Level Count	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Temporary Collection Service (per pickup)	1 Cubic Yard Container		99.00	\$ 5.20	\$ 22.10	\$ 27.30
	1.5 Cubic Yard Container		148.50	\$ 7.80	\$ 24.20	\$ 32.00
	2 Cubic Yard Container		198.00	\$ 10.40	\$ 26.40	\$ 36.80
	3 Cubic Yard Container		297.00	\$ 15.59	\$ 30.71	\$ 46.30
	4 Cubic Yard Container		396.00	\$ 20.79	\$ 35.21	\$ 56.00
	6 Cubic Yard Container		594.00	\$ 31.19	\$ 42.41	\$ 73.60
	8 Cubic Yard Container		792.00	\$ 41.58	\$ 49.72	\$ 91.30
	Initial Delivery				\$ 27.60	\$ 27.60
Temporary Collection Daily Rent	1 Cubic Yard Container				\$ 1.00	\$ 1.00
	1.5 Cubic Yard Container				\$ 1.10	\$ 1.10
	2 Cubic Yard Container				\$ 1.30	\$ 1.30
	3 Cubic Yard Container				\$ 1.40	\$ 1.40
	4 Cubic Yard Container				\$ 1.70	\$ 1.70
	6 Cubic Yard Container				\$ 2.00	\$ 2.00
	8 Cubic Yard Container				\$ 2.30	\$ 2.30
Section C	Service Level (based on pick ups)			Daily Rent	Monthly Rent	Haul Charge
Commercial Drop Box Collection	Permanent Service					
	Non-compacted 10 cubic yard Drop-box				\$ 38.00	\$ 111.20
	Non-compacted 20 cubic yard Drop-box				\$ 52.00	\$ 111.20
	Non-compacted 25 cubic yard Drop-box				\$ 58.00	\$ 111.20
	Non-compacted 30 cubic yard Drop-box				\$ 63.00	\$ 111.20
	Non-compacted 40 cubic yard Drop-box				\$ 74.00	\$ 111.20
	Non-compacted 50 cubic yard Drop-box				\$ 84.00	\$ 111.20
	Compacted 10 - 40 cubic yard Drop-box					\$ 133.75
				Daily Rent	Delivery Fee	Haul Charge
	Temporary Service					
	Non-compacted 10 cubic yard Drop-box			\$ 2.75	\$ 49.70	\$ 111.20
	Non-compacted 20 cubic yard Drop-box			\$ 3.25	\$ 49.70	\$ 111.20
	Non-compacted 25 cubic yard Drop-box			\$ 3.55	\$ 49.70	\$ 111.20
	Non-compacted 30 cubic yard Drop-box			\$ 4.40	\$ 49.70	\$ 111.20
	Non-compacted 40 cubic yard Drop-box			\$ 5.20	\$ 49.70	\$ 111.20
	Non-compacted 50 cubic yard Drop-box			\$ 5.20	\$ 49.70	\$ 111.20
	Miscellaneous Fees:					Service Fee
	Additional Mileage Charge for hauls to other sites, per mile					\$ 2.80

Note: If the customer requires services that are not listed above and are available in our current WUTC tariff; we will charge the rates in our currently approved WUTC tariff surrounding the City of Stanwood

