

**ORDINANCE NO. 725**

**AN ORDINANCE OF THE TOWN OF NACHES, WASHINGTON, AMENDING  
CHAPTER 8.12.230 A THROUGH C OF THE NACHES MUNICIPAL CODE  
PERTAINING TO GARBAGE SERVICE RATES**

**WHEREAS**, the Town of Naches approved a garbage rate increase for the 2018 year;  
and,

**WHEREAS**, the garbage rate increase was discussed at the Town Council meeting on  
September 11, 2017 when The Town of Naches received a presentation, from Yakima Waste  
Systems, Inc. which presented the proposed increase to the Town Council; and,

**WHEREAS**, A 10% charge is added to the bills for administration, for the garbage  
service itself; and,

**WHEREAS**, there is a cost to administering the contract and the billings for garbage  
services that the Town must charge the users to be fiscally responsible; and,

**WHEREAS**, the Town Council determined at the October 9, 2017 meeting that it was in  
the best interests of the citizens of the Town of Naches to increase the garbage service rates, and  
in fact increased those rates; and,

**WHEREAS**, the Town Council wishes to now ratify its determination that garbage  
service rates should increase for the year 2018, as outlined, and discussed at the September 11,  
2017. Town Council meeting;

Now, Therefore,

The Town Council of the Town of Naches, Washington, does ordain as follows:

1. The Town Council ratifies its decision to increase garbage rate services by  
amending the Naches Municipal Code as follows:

Chapter 8.12.230 A through C of the Naches Municipal Code is amended to read as  
follows:

<b>A. Residential Service:</b>	<b>Per Month</b>
96 gallon cart	12.75
64 gallon cart	11.93
48 gallon cart	11.15
48 gallon cart senior discount	9.14
Extra Unit of Garbage	2.09 per bag
96 gallon yard waste container	7.13
 <b>Commercial and Industrial:</b>	
96 gallon cart	33.06
64 gallon cart	22.05
Extra Unit of Garbage	2.09 per bag

**Commercial Containers:**

1 ½ yd 1 X weekly	65.24
1 ½ yd 2 X weekly	106.52
1 ½ yd 3 X weekly	147.80

Any extra garbage for 1½ yard containers shall be billed as follows:

½ yard	4.08
1 yard	7.96
1½ yard	11.85

Change in rates as follows. The disposal fee is weighed and billed at the landfill, and charged to each haul as a pass through. The drop service rates are as follows:

**Box Drop Service:**

20 yard permanent per haul, plus disposal fees	103.10
20 yard monthly rental	45.94

30 yard permanent per haul, plus disposal fees	120.22
30 yard monthly rental	48.76

(Note: All drop boxes must be emptied a minimum of twice per month)

B. The applicable taxes that shall be charged to the above rates shall include sales tax, the state of Washington Refuse Collection Tax and the Town's current utility tax rate.

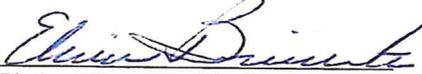
C. The rates shown above include a 10% administration fee of the contract and billing, charged starting in 2018.

2. The rates in this Section shall be effective beginning January 2018 billing period.

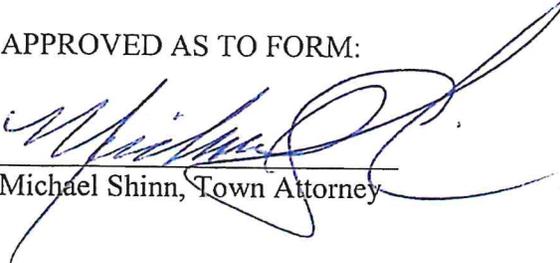
PASSED BY THE TOWN COUNCIL of the Town of Naches, Washington this 9<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
Paul Williams, Mayor

ATTEST:

  
\_\_\_\_\_  
Elvira Birrueta, Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Shinn, Town Attorney

**AGREEMENT FOR EXTENSION OF GARBAGE COLLECTION CONTRACT  
BETWEEN THE TOWN OF NACHES AND YAKIMA WASTE SYSTEMS, INC.**

THIS AGREEMENT FOR EXTENSION OF GARBAGE COLLECTION CONTRACT (this "Agreement") by and between the TOWN OF NACHES, WASHINGTON, a Washington municipal corporation ("Town"), and YAKIMA WASTE SYSTEMS, INC., a Washington corporation ("Company"), is entered into as of September 11, 2017.

**RECITALS**

WHEREAS, Company and Town entered into that certain Town of Naches Garbage Collection Contract on November 9, 1992, as such has been amended and extended on November 29, 1994, December 8, 1997, February 10, 2003, and October 13, 2014 (collectively, the "Original Contract"); and

WHEREAS, Company and Town now wish to further amend the Original Contract to, among other things, extend the term of the Original Contract by an additional five (5) years and provide for an annual CPI-based rate adjustment for the rates payable to Company for garbage and refuse collection.

**AGREEMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE ORIGINAL CONTRACT, AS FOLLOWS:

1. **Extension of Term.** Effective as of the date hereof, the term of the Original Contract is hereby extended such that the term of the Original Contract now expires on December 31, 2024.
2. **Annual CPI Adjustments.** Town and Company hereby agree that the current rates charged by Company for the collection, hauling and disposal of garbage, refuse and solid waste (the "Rates") pursuant to the Original Contract shall be adjusted annually, commencing January 1, 2018, and each January 1st thereafter throughout the term of the Original Contract (as such may be amended and/or extended, from time to time) by multiplying the increase in the June to June Consumer Price Index for the Seattle-Tacoma-Bremerton Area for Urban Wage Earners and Clerical Workers Index, All Items (CPI), by eighty percent (80%); provided, however, that any such annual rate adjustments shall not exceed three percent (3%) or be less than one percent (1%). Not less than sixty (60) days prior to any adjustments contemplated by this Section 2 taking effect, Company shall provide written notice to Town, which written notice shall include a revised rate schedule and shall reflect the rate adjustments contemplated by this Section 2.
3. **Automatic Adjustments for Increased Tipping Fees.** In addition to the annual CPI adjustments set forth in Section 2 above, the Rates shall automatically be adjusted to fully offset the impact of any increased landfill or transfer station tipping fees paid by Company in disposing of the garbage, refuse and/or solid waste collected pursuant to the Original Contract.

Rate adjustments resulting from increased tipping fees shall take effect on the effective date of the increase and shall reflect the amount of any such increase.

4. **Additional Future Rate Adjustments.** In addition to the annual Rate adjustments set forth in Sections 2 and 3 above, Town and Company shall agree to negotiate in good faith future Rate adjustments and/or schedules mutually agreed to by Town and Company to adjust to adoption of new, or changes in existing, laws, rules, regulations, taxes and other fees, and/or other operating expense increases incurred from time to time by Town or Company.

5. **Counterparts.** This Agreement may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

6. **Ratification.** All terms and provisions of the Original Contract not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Agreement, all references to the term "Original Contract", "Contract", "contract" or other similar words in this Agreement, the Original Contract, and any previous extension or amendment of the Original Contract, shall include the terms contained in this Agreement.

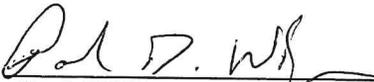
7. **Conflicting Provisions.** In the event of any conflict between the terms of the Original Contract and this Agreement, the terms of this Agreement shall prevail.

8. **Authorization.** Each party executing this Agreement represents and warrants that it is duly authorized to cause this Agreement to be executed and delivered.

*[Remainder of Page Intentionally Left Blank;  
Signature Page Follows.]*

IN WITNESS WHEREOF, the parties execute this Agreement for Extension of Garbage Collection Contract as of the date first written above.

**TOWN OF NACHES, WASHINGTON**

By:   
Paul Williams  
Its: Mayor

Attest:

By:   
Naches Town Clerk

**COMPANY:**

**YAKIMA WASTE SYSTEMS, INC.**

By:   
Its: District Manager