

SCHEDULE 1

COLLECTION RATES

Ordinance 2018-1112 establishes rates for the City of Mabton effective January 31st 2018. The rates listed below will be used for equivalent levels of services as follows:

RESIDENTIAL	Current Rate	CPI Increase 3%	New Rate Effective January 31 st
1-48 gallon cart	\$7.70	\$0.23	\$7.93
1-96 gallon cart	\$18.81	\$0.56	\$19.37
Extra Unit	\$3.94	\$0.12	\$4.06
COMMERCIAL			
1-48 gallon cart	\$12.92	\$0.39	\$13.31
Extra Unit	\$3.96	\$0.12	\$4.08
CONTAINER SERVICE			
1.5 yard 1x weekly	\$67.10	\$2.01	\$69.11
1.5 yard 2x weekly	\$130.95	\$3.93	\$134.88
ROLL OFF SERVICE			
20 yard Monthly Rental	\$45.98	\$1.38	\$47.36
20 yard Haul Fee	\$98.94	\$2.97	\$101.91
30 yard Monthly Rental	\$53.62	\$1.61	\$55.23
30 yard Haul Fee	\$110.52	\$3.32	\$113.84
40 Yard Monthly Rental	\$61.20	\$1.84	\$63.04
40 yard Haul Fee	\$136.30	\$4.09	\$140.39

Mileage Charge: \$3.47 per mile after 10 miles from point of pickup to disposal site (one way).

Mileage is charged when the container is hauled.

AGREED and approved by the City Council and signed by the Mayor on January 22, 2018.

ATTEST:

X

Sylvia Sanchez
City Clerk

City of Mabton:

X

Laura Vazquez
Mayor

APPROVED AS TO FORM:

X

James Carmody
City Attorney

**FIFTH ADDENDUM FOR RATE ADJUSTMENT
OF GARBAGE COLLECTION CONTRACT**

THIS FIFTH ADDENDUM FOR RATE ADJUSTMENT OF GARBAGE COLLECTION CONTRACT (this "Addendum") is hereby made and entered this 22 day of January, 2018, by and between the CITY OF MABTON, a municipal corporation of the State of Washington, hereinafter referred to as "City", and YAKIMA WASTE SYSTEMS, INC., a Washington corporation, hereinafter referred to as "Contractor". In this Addendum, each of City and Contractor is sometimes referred to individually as a "Party" and are collectively sometimes referred as the "Parties."

RECITALS

- A. **WHEREAS**, City has previously entered into a Garbage Collection Contract with Contractor on June 24, 1997, for a period of ten (10) years from July 1, 1997, through June 30, 2007 (the "Original Agreement");
- B. **WHEREAS**, City has previously entered into an extension of the Original Agreement on February 11, 2003, to extend the term to June 30, 2015 (the "First Extension");
- C. **WHEREAS**, City has previously entered into a second extension of the Original Agreement on August 24, 2010, to extend the term to June 30, 2020 (the "Second Extension");
- D. **WHEREAS**, City has previously entered into an Addendum for Rate Adjustment of the Original Agreement on November 25, 2014, to revise the rate schedule for residential and commercial services provided by Contractor (the "First Addendum");
- E. **WHEREAS**, City has previously entered into a Second Addendum for Rate Adjustment of the Original Agreement on December 8, 2015, to revise the rate schedule for residential and commercial services provided by Contractor (the "Second Addendum" and, together with the Original Agreement, the First Extension, the Second Extension and the First Addendum, the "Agreement");
- F. **WHEREAS**, City has previously entered into a Third Addendum for Rate Adjustment of the Original Agreement on September 13th, 2016, to revise the rate schedule for residential and commercial services provided by Contractor (the "Third Addendum" and, together with the Original Agreement, the First Extension, the Second Extension, the First Addendum and the Second Addendum, the "Agreement");
- G. **WHEREAS**, City has previously entered into a Fourth Addendum for Rate Adjustment of the Original Agreement on January 24th, 2017, to revise the rate schedule for residential and commercial services provided by Contractor (the "Fourth Addendum" and, together with the Original Agreement, the First Extension, the Second Extension, the First Addendum and the Second Addendum, the "Agreement");
- H. **WHEREAS**, Contractor has been in compliance with the ordinances of City to collect and haul away garbage and refuse from all place of business and residences within the limits of City;
- I. **WHEREAS**, City has adopted the Yakima County Solid Waste Management Plan;
- J. **WHEREAS**, Contractor has been in compliance with the Yakima County Solid Waste Management Plan and has provided a recycling drop site cooperatively with City; and
- K. **WHEREAS**, City and Contractor desire to (i) specifically add permanent commercial container (i.e., roll-off) collection services to the services provided by Contractor pursuant to the Agreement, (ii) adjust the rates charged by Contractor for solid waste collection and disposal

pursuant to the Agreement and (iii) provide for annual, automatic CPI-based rate increases in the future.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS OF THE PARTIES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

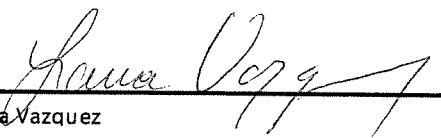
- a. **Incorporation of Recitals.** The foregoing recitals are agreed to and accepted and incorporated herein by this reference.
- b. **Effective Date.** This Addendum and the adjusted rates set forth herein shall become effective as of February 1, 2017.
- c. **Adjusted Rate Schedule.** The rate schedule for residential and commercial services provided by Contractor pursuant to the Agreement, effective February 1, 2017, is set forth in **Schedule 1**, which is attached hereto and incorporated herein.
- d. **Annual CPI Adjustment.** The rates set forth in **Schedule 1** (as such are adjusted from time to time) shall be adjusted annually, commencing January 1, 2020, and each January 1st thereafter, by One Hundred Percent (100%) of the increase in the October to October Consumer Price Index for the Seattle-Tacoma-Bremerton Area for Urban Wage Earners and Clerical Workers Index, All Items (the "**CPI**"). However, annual CPI adjustments shall not exceed three percent (3%) or be less than one percent (1%). In addition to the annual CPI adjustment, the rates set forth in **Schedule 1** (as such are adjusted from time to time) shall be automatically adjusted to reflect any increased landfill or transfer station tipping fees. Rate adjustments resulting from increased tipping fees shall take effect on the *effective* date of the increase and reflect the increased cost due to the increase.
- e. **Counterparts.** This Addendum 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.
- f. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and *effect*. From and after the date of this Addendum, all references to the term "Agreement" in this Addendum and in the Agreement shall include the terms contained in this Addendum.
- g. **Conflicting Provisions.** In the event of any conflict between the original terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.
- h. **Authorization.** Each Party executing this Addendum represents and warrants that it is duly authorized to cause this Addendum to be executed and delivered.

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

IN WITNESS WHEREOF, the Parties execute this Fifth Addendum for Rate Adjustment of Garbage Collection Contract as of the date first written above.

CITY OF MABTON

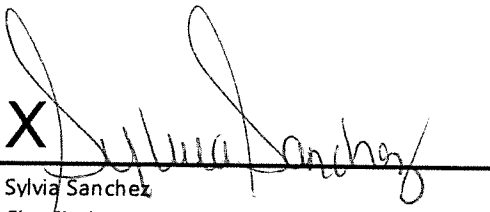
X



Laura Vazquez
Mayor

ATTEST

X



Sylvia Sanchez
City Clerk

YAKIMA WASTE SYSTEMS, INC.

By:



Keith Kovalenko
District Manager