

**Subject:** Resolution #678 - Approval of Special Collection Permit for City of Tacoma (RMC 6.01.180)

**Proposed Council Action:**

Consider Approval of a Special Collection Permit to allow the City of Tacoma to collect Solid Waste from The Commencement and Point Ruston properties in the City of Ruston

**Dept. Origin:** Mayor's Office

**Prepared by:** Jennifer Robertson  
 City Attorney's Office

**For Agenda of:** May 1, 2018

**Exhibits:** Attached Resolution and Permit

	Initial & Date
<b>Concurred by Mayor:</b>	_____
<b>Approved/form by City Atty:</b>	<u>JSR/5-1-18</u>
<b>Approved by _____ Director:</b>	_____
<b>Approved by Department Head:</b>	_____

**INFORMATION / BACKGROUND**

The City of Ruston provides solid waste collection services within its borders in accordance with the authority granted in State law.<sup>1</sup> There are two properties (The Commencement and Point Ruston) in the City of Ruston that desire services that the City cannot provide. These services include utilizing 1-8 yard compactor boxes for solid waste and recycling. These are picked up with a fork attachment. The City of Ruston cannot provide these services because the Ruston garbage truck is not designed or equipped to handle these type of boxes.

The City of Tacoma provides solid waste services within its borders and has the equipment to provide the services to the two properties that Ruston cannot currently serve. The Ruston Municipal Code contains a Special Collection Permit in RMC 6.01.180 which allows the City Council to issue permits to others to collect solid waste within the City of Ruston. The Permit may be canceled upon 30 days' written notice and is only for a one-year period. For ease of administration, the attached Resolution allows the Permit to automatically renew, unless the Council directs otherwise.

**FISCAL CONSIDERATION**

Tacoma will bill the customers directly for these services. If code enforcement is needed, Ruston will perform this and the costs will be reimbursed from Tacoma. Tacoma will pay solid waste utility tax on these services inside Ruston. The Tacoma rate chart currently in effect is highlighted and attached to this Agenda Memo.

<sup>1</sup> RCW 35.92.020.

**RECOMMENDATION / MOTION**

If the City Council desires to authorize this permit, it may do so by passing the attached Resolution #678.

MOTION: I move passage of Resolution #678 authorizing a Special Collection Permit with the City of Tacoma For collection of solid waste in a portion of the City of Ruston in accordance with RMC 6.01.180 and authorizing the automatic annual renewal thereof.

## Commercial Rates 2018 TMC Chapter 12.09

		Regular Service					
		RENT MONTH	RATE X-PU/WK	EXTRA PICK UP	OVER LOAD	CARRY SERVICE	SAME DAY
Plastic	20	N/A	\$28.36	\$15.00	\$10.00	\$8.90 - \$11.10 per month**	N/A
	30		\$37.35				
	60		\$56.90				
	90		\$77.70				
	300	\$4.00	\$166.05	\$38.35	\$25.00	\$27.00	

\*\*Depends on distance

		RENT MONTH	RATE X-PU/WK	EXTRA PICK UP	OVER LOAD	CARRY SERVICE	SAME DAY
Fork Box	2YD	\$7.80	\$228.24	\$51.81	\$25.00	\$27.00	\$25
	3YD	\$8.90	\$290.17	\$65.58	\$30.00		
	4YD	\$10.60	\$352.52	\$79.44	\$35.00	N/A	
	6YD	\$13.85	\$475.78	\$108.37	\$40.00		
	8YD	\$15.30	\$600.26	\$137.30	\$45.00		

Compactor DOBs	
Cu Yds	Ea. Pickup
10	\$737.25
12	\$941.50
15	\$1,200.09
16	\$1,256.81
17	\$1,324.45
18	\$1,385.26
20	\$1,503.67
24	\$1,747.54
25	\$1,808.05
26	\$1,868.94
27	\$1,927.52
30	\$2,114.42
33	\$2,303.20
34	\$2,357.62
40	\$2,726.05

		EA. HAUL					
DOB	15YD	\$38.90	\$547.08	<<	NO HAUL	\$200	\$200
	20YD	\$42.45	\$638.77	<<			
	25YD	\$43.25	\$731.34	<<			
	30YD	\$46.05	\$826.40	<<			
	40YD	\$52.15	\$1,012.79	<<			

NO ACCESS FEE FOR DOBs	\$50	TMC12 09.120 E.9
NO ACCESS FEE FOR FORK BOX	\$25	TMC12 09.120 E.10
CUSTOMER OWNED NO HAUL	\$28.36	TMC12 09.120 E.4

		Temporary Service					
		RENT DAILY	EACH HAUL	PLACE FEE	OVER LOAD	NO HAUL	SAME DAY
Plastic	20	N/A	\$15.00	N/A	\$5.00	\$27.92	\$10 RETURN CHARGE + HAUL
	30						
	60						
	90						
	300	\$1.00	\$38.35	\$15.00	\$25.00		

Compactor Fork Box	
Cu Yds	Ea. Pickup
2	\$102.45
3	\$184.13
4	\$237.31
5	\$290.11

		RENT MONTH	RATE X-PU/WK	EXTRA PICK UP	OVER LOAD	CARRY SERVICE	SAME DAY
Fork Box	2YD	\$1.00	\$51.81	\$15.00	\$25.00	\$50 + RENT	\$25
	3YD		\$65.58		\$30.00		
	4YD		\$79.44		\$35.00		
	6YD		\$108.37		\$40.00		
	8YD		\$137.30		\$45.00		

		RENT MONTH	RATE X-PU/WK	EXTRA PICK UP	OVER LOAD	CARRY SERVICE	SAME DAY
DOB	15YD	\$1.50	\$547.08	\$50.00	WILL NOT HAUL	\$200 + RENT	\$200
	20YD		\$638.77				
	25YD		\$731.34				
	30YD		\$826.40				
	40YD		\$1,012.79				

DOB WEIGHT UP TO TEN TONS OR MAX LEGAL GROSS VEHICLE WEIGHT

# 2018

## Commercial Recycle

### Monthly rate per container 2017

Service Category	Size	EOW	WEEKLY	2X	3X	4X	5X	CARRY
Commingled	30-60-90 Gal. Can	\$6.50	\$13.00	\$26.00	\$39.00	\$52.00	\$62.50	8.90- \$11.10/ month**
Commingled	2-Yard Rear Load	\$39.00	\$65.00	\$130.00	N/A	N/A	N/A	\$27.00
Separated Glass	3 ea. 60 Gal. Can service	\$25.00	\$45.00	\$90.00	\$135.00	N/A	N/A	8.90- \$11.10/ month**
Cardboard F/B	2,3,4,6, or 8 Yd Box	\$20.00	\$40.00	\$80.00	\$120.00	\$160.00	N/A	\$27.00
Yardwaste	90 Gal.	\$8.00	\$16.00	N/A	N/A	N/A	N/A	N/A
Foodwaste	90 Gal.	N/A	\$16.00	\$32.00	N/A	N/A	N/A	N/A
Foodwaste	2 Yard	N/A	\$71.82	\$143.64	N/A	N/A	N/A	\$27.00

COMM. C2H - LIMIT 15 BAGS & 3 LG. ITEMS \$75 EA. HAUL (253) 573-2468 - MUST SCHEDULE - NO SELF-HAUL

\*\*Depends on distance

## Residential Service

		Regular Service				
		PER WK GALLONS	MONTHLY RATE	EACH RELOAD	OVER LOAD	RETURN TRIP
Plastic	30	15	\$21.93	\$15.00	\$10.00	\$10.00
	45	22	\$32.89			
	60	30	\$43.85			
	90	45	\$65.78			
	60 X 2	60	\$87.69			
	60 + 90	75	\$109.63			
	90 X 2	90	\$131.57			
RECYCLE OR YARDWASTE DUMPED AS TRASH \$15 TMC 12.09.110 G.						
ADDTL. YARDWASTE CANS \$3 EA PER MONTH AFTER FIRST TWO						
C2H 2 TIMES PER YEAR - LIMIT 15 BAGS & 3 LARGE ITEMS						
TEMP STOP \$15 - LIMIT TWICE/YEAR TMC 12.90.110 C.						
CARRY SERVICE 5'-25' GAR \$4.45 GARB, REC & YW PER CAN PER MO.						
EACH ADDITIONAL 25' \$5.55 GARB, REC & YW PER CAN PER MO.						

Customer Service 253-502-2100 - '1' for Dispatch '2' for Billing '3' for Call-2-Haul

Call-2-Haul 253-573-2468

Haz Waste 253-591-5418

**RESOLUTION NO. 678**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING A SPECIAL COLLECTION PERMIT WITH THE CITY OF TACOMA FOR COLLECTION OF SOLID WASTE IN A PORTION OF THE CITY OF RUSTON IN ACCORDANCE WITH RMC 6.01.180 AND AUTHORIZING THE AUTOMATIC ANNUAL RENEWAL THEREOF.**

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WHEREAS, the City of Ruston provides solid waste collection services within its borders;  
and

WHEREAS, there are two properties (The Commencement and Point Ruston) in the City of Ruston that desire to utilize 1-8 yard compactor boxes for solid waste and recycling; and

WHEREAS, these boxes have castor wheels and need to be picked up with a fork truck;  
and

WHEREAS, the Ruston garbage truck is not designed or equipped with a fork pick up attachment and thus cannot provides these services; and

WHEREAS, the City of Tacoma provides solid waste services within its borders and has the equipment to provide the services to the two properties that Ruston cannot currently provide;  
and

WHEREAS, the City of Ruston has a Special Collection Permit in its code in RMC 6.01.180 which allows the City Council to issue permits to others to collect solid waste within the City of Ruston; and

WHEREAS, the City Council finds it in the public interest to authorize the proposed Special Collection Permit substantially the form that is attached to this Resolution as Exhibit “1”;

**NOW, THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES  
HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Authorization of Permit.** The Special Collection Permit for the City of Tacoma is hereby authorized in substantially the form attached hereto as Exhibit "1".

**Section 2. Permit Renewal.** The Special Collection Permit described in RMC 6.01.180 may be for a one year term and the renewal is at the discretion of the City Council. The City Council hereby authorizes the Permit to be renewed automatically from year to year unless the Council later directs otherwise. The permit may be canceled on 30 days' notice and the Council will continue to have the discretion to cancel the permit at any time during the initial or renewal terms.

RESOLVED this 1<sup>st</sup> day of May, 2018.

APPROVED:

\_\_\_\_\_  
Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: \_\_\_\_\_ 678 \_\_\_\_\_

**EXHIBIT “1”**

**Special Collection Permit**

**Issued to**

**City of Tacoma**

**SPECIAL COLLECTION PERMIT ISSUED TO CITY OF TACOMA  
FOR LIMITED SOLID WASTE COLLECTION SERVICES  
AT THE POINT RUSTON PROJECT**

The City of Tacoma (hereinafter “Tacoma”) has requested that the City of Ruston (hereinafter “Ruston”) allow Tacoma to collect all solid waste from the Point Ruston Project in accordance with the Special Collection Permit as set forth in Section 6.01.180 of the Ruston Municipal Code (RMC). The Ruston City Council has considered this request and approved the issuance of this one-year permit.

**RECITALS**

WHEREAS, Ruston is a municipal corporation operating under the laws of the state of Washington as a non-charter code city that has its own solid waste utility; and

WHEREAS, Tacoma is a municipal corporation operating under the laws of the state of Washington as a first class charter city that has its own solid waste utility; and

WHEREAS, RMC 6.03.010 establishes Ruston’s garbage utility; and

WHEREAS, Chapter 6.01 RMC sets forth the regulations for garbage and refuse in Ruston; and

WHEREAS, Ruston does not currently have the equipment or resources to provide refuse collection services to a small number of Ruston customers located in the Point Ruston project and at The Commencement Condominiums as identified in Exhibit “A” attached hereto; and

WHEREAS, Tacoma has the capacity and equipment to provide refuse collection and disposal services for and on behalf of those Ruston customers identified in Exhibit “A”; and

WHEREAS, Ruston is authorized under RCW 35.21.120 to provide for a system or systems of solid waste handling for the entire City, or portions therefore, under the direction of officials and employees of Ruston and may award contracts for any service related to solid waste handling; and

WHEREAS Ruston and Tacoma are authorized under RCW 35.92.020(1) to maintain and operate a refuse collection utility both inside and outside of their corporate boundaries; and

WHEREAS, the Tacoma City Charter at Article 4, Section 4.1 authorizes Tacoma to sell and deliver refuse collection services within and outside of Tacoma’s corporate boundaries, to the extent permitted by law; and

WHEREAS, RMC 6.01.180 allows the Ruston City Council to issue “special collection permits” for other haulers to provide solid waste collection services within Ruston where there is not reasonable access by Ruston vehicles; and



WHEREAS, such special collection permits shall have a maximum term of one year, be cancelable on 30 days' written notice or for violation of terms and renewal of such permit shall be at the discretion of the City Council; and

WHEREAS, the City Council by passage of Resolution No. 678 has authorized the automatic renewal of this Permit, subject to its authority and discretion to cancel this Permit on 30 days' written notice.

### **PERMIT CONDITIONS**

1. Recitals. The foregoing recitals are incorporated by this reference as though fully set forth herein.

2. Approval of Special Collection Permit. The City Council finds that issuance of a Special Collection Permit to Tacoma for the customers identified in Exhibit "A" is appropriate under RMC 6.01.180 and should be granted in order to provide the following services to The Commencement and Point Ruston in Ruston City limits, to wit collection of solid waste and recycling in one to eight yard compactor boxes. In accepting this Permit, Tacoma agrees to the conditions set forth herein.

3. Term; Termination. This Permit is effective May 1, 2018 and will expire on April 30, 2019. In accordance with Ruston Resolution No. 678, this Permit will automatically renew each year unless terminated by the Ruston City Council or the City of Tacoma. Either party may cancel this permit on 30 days' written notice. Ruston may cancel this permit upon violation of any terms herein.

4. Responsibilities of Tacoma.

A. Billing of Customers. Tacoma shall, on behalf of Ruston, through Tacoma's standard billing practices and procedures, bill Ruston Customers for the services provided by Tacoma on behalf of Ruston, and accept payment on behalf of Ruston for such services. The amounts billed will be the rates set forth in Chapter 6.01 of the Ruston Municipal Code.

B. Collection Activities. Tacoma is delegated authority to take action to collect any amounts that are past due for collection and disposal services provided by Tacoma to Ruston Customers.

C. Utility Tax. Tacoma shall pay any applicable utility taxes on solid waste collection to the Ruston for the services provided in the Ruston city limits.

D. Rates Imposed and Rate changes. The services provided by Tacoma under this Permit are new services that are not contained in the Ruston Municipal Code and will be billed at the rates set forth in the Tacoma Municipal Code, TMC 12.09.120, as amended from time to time. Although RCW 35A.21.152 does not apply because these new service rates are not "rate increases", Tacoma will mail to each customer an explanation of the current rates once each week for two weeks. If Tacoma changes its solid waste rates for these services during the time period that this permit, or any extensions, are in place, then Tacoma shall provide Ruston, and any customers served under

this Special Collection Permit with the new rates, including complying with the notice requirements contained in RCW 35A.21.152 before charging the new rates to its Ruston customers.

E. Enforcement. If enforcement of Chapter 6.01 RMC is needed in the area served by Tacoma, then Tacoma may request that Ruston may perform such enforcement activities. In such case, Tacoma will reimburse Ruston for the actual cost of such enforcement. Such reimbursement to be paid within thirty (30) days' of receipt of an invoice from Ruston.

F. Prohibition of Hauling Hazardous Substances.

i. Tacoma shall not haul any hazardous substances in any portion of Ruston. The permit in no way provides authority to Tacoma to haul hazardous materials or substances as part of solid waste collection services.

ii. Release of Hazardous Substance: If Tacoma knowingly or unknowingly hauls hazardous substances and such substances are spilled or released in Ruston, then upon notice or discovery of a release of any Hazardous Substance then Tacoma shall notify Ruston within twenty-four (24) hours of discovery. Tacoma shall be solely responsible for the characterization of the substances involved and any removal, disposal, or other handling costs incurred in connection with the removal, disposal, or handling of the hazardous substances at Tacoma's sole expense. In addition, Tacoma shall be solely responsible for any expense or cost related to environmental mitigation requirements imposed, by operation of applicable Laws or otherwise.

iii. Hazardous Substances, definition. "Hazardous Substances" means any and all hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant, including all substances designated under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Usability Act, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136 et seq.; the Washington Hazardous Waste Management Act, RCW Chapter 70.105, and the Washington Model Toxics Control Act, RCW Chapter 70.1050, as they exist or may be amended; or any other Laws. The term "Hazardous Substance" shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, injury, illness, abnormalities, behavioral abnormalities, stunted or abnormal growth or development, or genetic abnormalities.

5. Miscellaneous Provisions

A. Governing Law; Venue; Attorney Fees. Washington law shall govern the interpretation of this Permit. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Permit. In the event either of the Parties defaults on the performance of any terms of this Agreement, or either Party places the enforcement of this Permit in the hands of an attorney, or is required to file a judicial or administrative appeal, or files a lawsuit, the prevailing party shall be entitled to be reimbursed its reasonable attorney's fees, costs and expenses.

B. Assignment. Tacoma shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Permit or for any of the compensation due hereunder without the prior written consent of the other party.

C. No Third Party Beneficiaries. This Permit shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

D. Waiver. A waiver or failure by either party to enforce any provision of this Permit shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Permit.

E. Severability and Survival. If any term, condition or provision of this Permit is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Permit, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Permit, shall survive termination of this Permit.

F. Integration Clause. This Permit and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Permit are superseded hereby. The parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

G. Modification. No modification or amendment of this Permit shall be effective unless set forth in writing and signed by the Parties.

H. Indemnity. In accepting the Permit, Tacoma agrees to protect Ruston and hold it harmless from all claims, actions or damages of every kind of description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such collection of solid waste in Ruston, including release of any hazardous substances, property or personal injury damage, etc. In the event of any suit or actions is brought against Ruston for damages arising out of or by reason of any of the above causes, Tacoma and its successors or assigns will, upon notice of commencement of such action, defend the same at its or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined of adverse to Ruston.

If the collection done under this Permit interferes with or damages Ruston's roads, or causes damage, the Tacoma shall wholly and at its own expenses make such provision as the Mayor or his designee may direct to take care of said damage. Such repairs shall be undertaken promptly and continued diligently to completion. Tacoma shall bear all costs, including any additional permit costs, of such repairs.

I. Authority to Execute this Permit. The undersigned representative of Tacoma, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Permit for and on behalf of Tacoma. The undersigned representative of Ruston, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Permit for and on behalf of Ruston.

**CITY OF TACOMA**

Approved:

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Mike Slevin,  
Environmental Services Director

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Lewis Griffith,  
Solid Waste Division Manager

Approved as to Form:

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Chief Deputy City Attorney

Attest to:

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Doris Sorum,  
City Clerk

EXHIBIT A: Customers within City of Ruston

Customer Name	Address		Garbage	Recycle
	House #	Street	Service	Service
Farrelli's	5104	Grand Loop A	1 – 3 yard box	1 – 2 yard box
Ice Cream Social	5107	Main St	1 – 3 yard box	
Fish Brewing Pub & Eatery	5108	Grand Loop	1 – 3 yard box	1 – 2 yard box
Commencement Condos	5204	N Bennet St	1 – 2 yard box	4 – 2 yard boxes, Glass

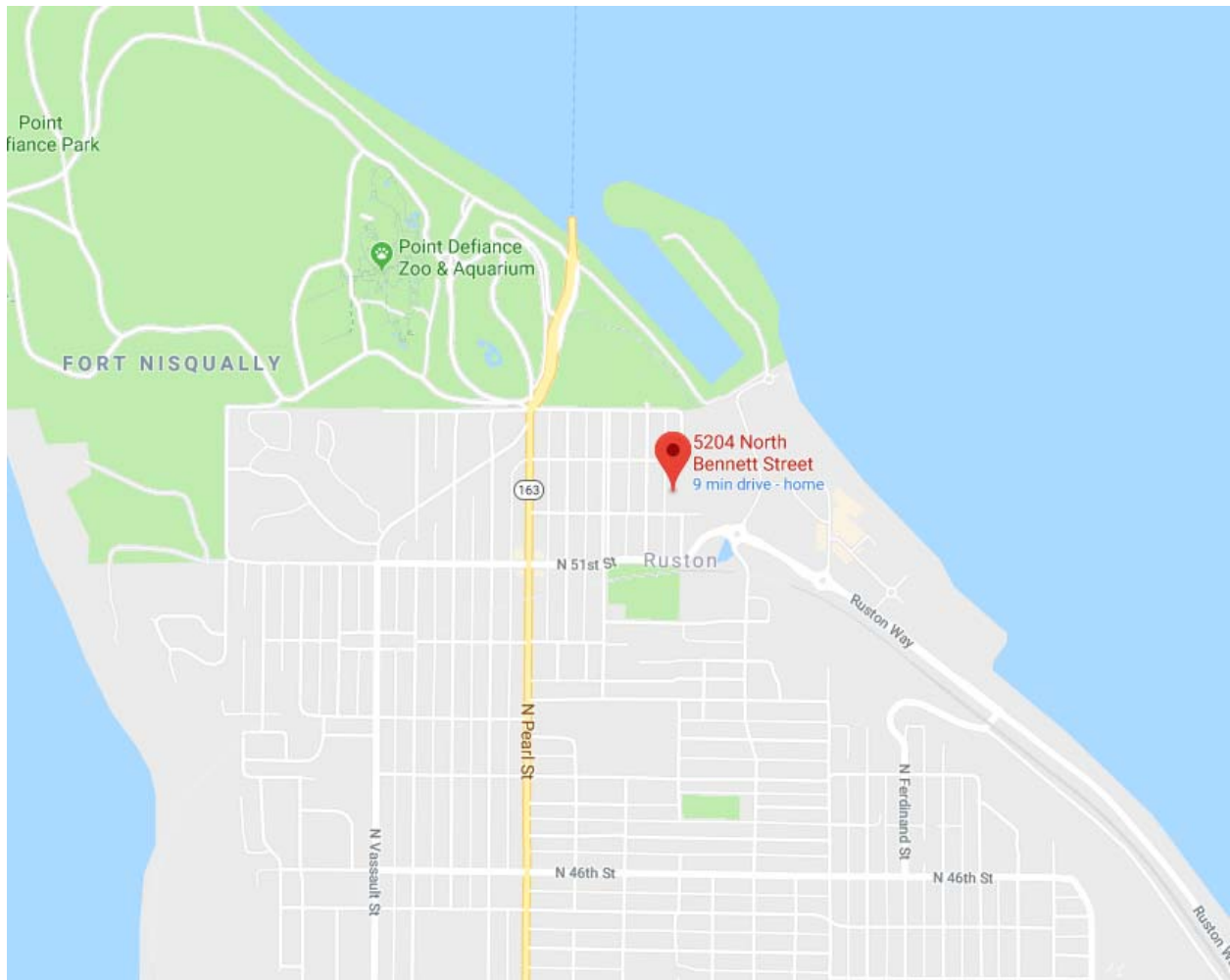
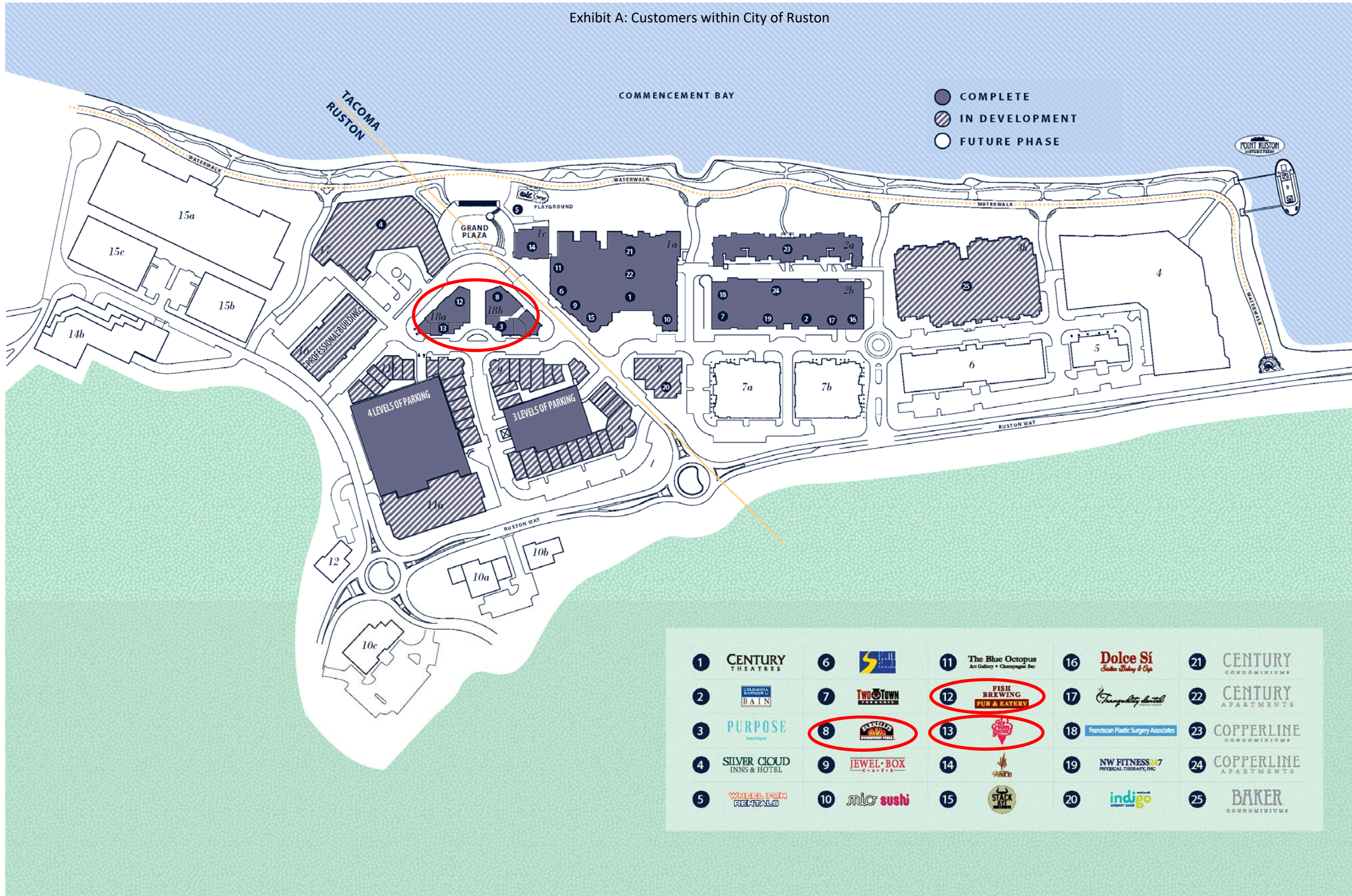




Exhibit A: Customers within City of Ruston



1	CENTURY THEATRES	6		11	The Blue Octopus Art Gallery + Champagne Bar	16	Dolce Si Sweets Bakery & Cafe	21	CENTURY CONDOMINIUMS
2	CON PAROLA BOUTIQUE BAIN	7	TWO TOWN RESTAURANT	12	FISH BREWERY PUB & BATTERY	17	Changellys dental	22	CENTURY APARTMENTS
3	PURPOSE boutique	8	PARADES RESTAURANT	13		18	Franciscan Plastic Surgery Associates	23	COPPERLINE CONDOMINIUMS
4	SILVER CLOUD INNS & HOTEL	9	JEWEL BOX CAFE	14		19	NW FITNESS 24/7 PHYSICAL THERAPY, INC	24	COPPERLINE APARTMENTS
5	WHEEL FUN RENTALS	10	mic sushi	15	STACK	20	indigo SPORTS BAR	25	BAKER CONDOMINIUMS