



## City of Biggs

### Agenda Item Staff Report for the Regular City Council Meeting: October 18, 2010 6:00PM

DATE: October 14, 2010  
TO: Honorable Mayor and Members of the City Council  
FROM: Pete Carr, City Administrator  
SUBJECT: Solid Waste Service Agreement (Discussion/Action)

City Administrator is seeking Council approval of a draft contract extension for solid waste collection services with Waste Management, Inc. for continued and expanded services at no additional expense to the City or its customers.

#### **Background**

Background information up to September 2010 was included in September 20 agenda packet. Council discussed proposal from two vendors and directed staff to "move into negotiations with Waste Management."

Staff discussions with WM, taking into account WM's proposal and Council comments and questions, have resulted in a draft contract with the following features:

1. In addition to the annual Community Clean-up Day in the fall, customers will be provided a voucher in the spring for use at the Ord transfer Station, good for 6 months (Jun-Jan). Alternatively, customers could redeem their voucher for 12 bag tags to be used any time before the end of the year, each good for free disposal at curbside of one extra bagged waste.
2. All billing will be handled by the City (currently customers requiring over-size carts get one bill from the city and one from WM every month). WM will cover any costs of modifying the city's billing software.
3. Additional carts for recycling and green waste will be stocked at the City Public Works yard, dispatched by the city to the customer at no charge.
4. City will have the right to select disposal sites for its green and solid waste; this may be desirable in case of location of a biomass waste processing facility in or near Biggs.
5. Maintain 2010 rates for 2011. No change to the current rate or rate adjustment formula; no rate changes until January 2012.
6. Amend and extend the current contract with WM for an additional five years.

A question was asked about disposal of household hazardous waste, perhaps at curbside. This was considered and deemed not feasible at curbside, but Ord Ranch does accept many types of hazardous waste.

**Attachments:**

- A: WM Draft Agreement as of October 14
- B. Ord Ranch Transfer Station signage and schedule.
- B: Proposed Refuse Collection Service Fee for City Fee Schedule, to be effective Jan 1, 2010.

**Recommendation**

Authorize city administrator to complete negotiations and execute the agreement.

**Fiscal Impact**

No change to current city budget is anticipated.

October 14  
DRAFT

FIRST AMENDMENT TO THE  
FRANCHISE AGREEMENT

THIS FIRST AMENDMENT TO THE FRANCHISE AGREEMENT (the "Amendment") is made and entered into effective as of \_\_\_\_\_, 2010, by and between the CITY OF BIGGS, a municipal corporation ("City"), and USA WASTE OF CALIFORNIA, INC., a Delaware corporation ("Franchisee").

RECITALS

The purpose of this Amendment is to document the parties' agreement to modify the terms and conditions of that certain Franchise Agreement by and between the City of Biggs and USA Waste of California, Inc., entered into January 24, 2006 (the "Franchise Agreement"), all as set forth below. Terms and phrases not defined in this Amendment shall have the meaning given to them in the Franchise Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which is acknowledged hereby, the parties hereto, each intending to be legally bound, covenant and agree as follows:

1. Vouchers. Between the date of the Annual Cleanup Event described in Exhibit A to the Franchise Agreement and the end of the calendar year in which the Annual Cleanup Event occurred, Franchisee will provide each dwelling unit receiving residential services with one transfer station voucher. The voucher will entitle a resident of that dwelling unit to dispose at no cost of up to three cubic yards of refuse at the Ord Ranch Road Transfer Station during January through June of the calendar year following the applicable Annual Cleanup Event. To be valid, the voucher must be presented upon entrance to the transfer station together with a copy of the resident's utility bill demonstrating proof of residence in the City. At any time during the calendar year following the applicable Annual Cleanup Event, a residential customer may exchange the transfer station voucher for 12 "bag & tag" stickers that will allow the residential customer to put a sticker on additional bagged Solid Waste (not to exceed 40 lbs.) next to the residential customer's Solid Waste cart for disposal at no additional charge with use of one of the stickers. The "bag & tag" stickers shall expire at the end of such calendar year. Notwithstanding the foregoing, the voucher and "bag & tag" stickers shall not permit the disposal of commercial waste or any materials that under current or future statute, ordinance or regulation require the application of special treatment, handling, or disposal practices beyond those normally required for solid waste, including without limitation dirt, concrete, tires, liquids, toxic or hazardous materials, cathode ray tubes (CRT), materials containing CFC's, and large or heavy metal objects such as auto bodies, engines, transmissions, refrigerators, and air-conditioners; provided, however, that Franchisee may, in its discretion, accept such waste and materials for an additional charge to be determined by Franchisee.
2. Software Upgrade. Franchisee will reimburse the City in an amount not to exceed \$300 for its third-party costs in obtaining a software upgrade that would allow the City to

eliminate the current practice of sending separate bills (one from the City and another from Franchisee) to customers receiving a trash cart larger than the standard 32-gallon cart. The current billing practice has been an informally agreed-upon departure from the terms of Section 7.4 of the Franchise Agreement. Effective with billings mailed or otherwise delivered in January 2011, the parties shall resume compliance with the terms and conditions of Section 7.4 and Franchisor shall pay Franchisee pursuant to the rates established in Exhibit B, as adjusted pursuant the Franchise Agreement.

3. Additional Carts. For no additional charge, Franchisee will provide a second 64-gallon Recycling cart to a dwelling unit with Recycling needs that commonly exceed the capacity of a single Recycling cart. For no additional charge, Franchisee will provide a second 96-gallon Green Waste cart to a dwelling unit with a large or thickly vegetated lot that commonly requires more than a single Green Waste cart.
4. Additional Community Green Waste and Recycling Carts. Franchisee shall provide the City with additional 96-gallon Green Waste and 32-gallon Recycling carts, the number of which shall be adjusted from time to time to correspond with public demand by agreement of Franchisee and the City; provided, however, that Franchisee shall not be required to provide more than a total of 50 Green Waste carts or more than a total of 25 Recycling carts. The City shall make the carts available to residents receiving residential services for disposal of excess quantities of Green Waste and Recyclables on the condition that the resident returns the carts in good condition to the City within ten days after receipt of them from the City. Franchisee shall collect Green Waste and Recyclables properly disposed of in such carts at no additional charge to the resident or the City. Franchisee shall not be responsible for replacement of lost, stolen, unreturned or negligently or willfully damaged carts.
5. Disposal Sites. The City shall have the right to select the disposal site for Green Waste and Solid Waste. Should a change in disposal site required by the City increase or decrease the Franchisee's transportation, processing, disposal and/or other costs, Franchisee's rates shall be adjusted by the City as described in Section 7.3 of the Franchise Agreement.
6. CPI Adjustment Waiver. The "Adjustment Date" for purposes of Section 7.2 (CPI Adjustment) of the Franchise Agreement shall mean January 16 of each year during the term of the Franchise Agreement. No adjustment shall be made pursuant to Section 7.2 of the Franchise Agreement as of the Adjustment Date occurring in 2011 (January 16, 2011). The next rate adjustment pursuant to Section 7.2 shall be made as of the Adjustment Date occurring in 2012 (January 16, 2012).
7. Amendment to Section 3 of the Franchise Agreement. The first sentence of Section 3 of the Franchise Agreement shall be amended to read as follows: "The term of this Agreement shall commence on the Effective Date and end January 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement."
8. Continued Effect of the Franchise Agreement. Except as expressly modified by this Amendment, the other terms and conditions of the Franchise Agreement, which is

incorporated herein by this reference, shall remain in full force and effect and be binding on the parties.

- 9. Effective Date of this Amendment. This Amendment shall be effective on the date first written above.
  
- 10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Franchise Agreement.

City of Biggs  By: _____ Its: _____ Date: _____	USA Waste of California, Inc.  By: _____ Its: _____ Date: _____
ATTEST:  _____ City Clerk	

# ORD RANCH RD TRANSFER STATION

MINIMUM CHARGE	9.00
UP TO 2 BARRELS	9.00
UP TO 3 BARRELS	9.00
EACH ADDITIONAL:	
BARREL	4.00
CAN	4.00
YARD	4.00
STATION WAGON	9.00
SMALL PICK UP:	
LEVEL	19.00
OVER BED	19.00
LARGE PICK UP:	
LEVEL	19.00
OVER BED	19.00

FURNITURE/APPLIANCE(EA)	16.00
MATTRESS/BOX SPRINGS(EA)	16.00
APPLIANCES W/FREON(EA)	35.00
CERTIFICATION FROM A LICENSED DEALER MUST BE PROVIDED FOR DISCHARGED APPLIANCES.	
WIRE:	
PER APPROXIMATE YD.	_____
STUMPS:	
PER ROOT FOOT	_____
TIRES:	
CAR	5.00
TRUCK	15.00
TRACTOR	80.00
EUCLID	120.00

## ORD RANCH TRANSFER STATION & RECYCLING CENTER WASTE MANAGEMENT

**OPEN** SATURDAY & SUNDAY  
9:00 am TO 4:00 pm

HOUSEHOLD HAZARDOUS WASTE  
COLLECTION FACILITY  
OPEN 2nd SUNDAY OF EVERY  
MONTH, 9:30 am TO 4:00 pm

**Ord Ranch Road Transfer Station Rate Schedule:**

	<b>Rate</b>
Minimum Charge: (equivalent to one 64 gallon can)	\$ 10.30
Equivalent to two 64 gallon cans	\$ 10.30
Equivalent to three 64 gallon cans	\$ 10.30
Any size pick-up	\$ 21.75
Bulky items (each)	\$ 18.00
Appliances with Freon (or without a Freon removal certificate)	\$ 39.00
Appliances without Freon (with a Freon removal certificate)	\$ 18.00
CRT's/TV's/Computer monitors - up to 31"	Free
Wire: (per approximate yard)	\$ 15.50
Tires	
Auto	\$ 5.25
Truck	\$ 15.50



**CITY OF BIGGS – FEE SCHEDULES**

**REFUSE COLLECTION SERVICE RATES**

**AUTHORITY:** Council Motion-October 18, 2010

**EFFECTIVE DATE:** January 1, 2011

**COROLLARY**

**REFERENCE:** None

**DRAFT**

All fees are per customer per month.

<b>FEE CATEGORY</b>	<b>FEE</b>
Refuse Collection Service 32 gallon:	\$20.04
Refuse Collection Service 64 gallon:	\$25.36
Refuse Collection Service 96 gallon:	\$30.28
Extra Green/Yard Waste Carts	No Charge
Extra Recycling Carts	No Charge
Annual Clean-up Day (Dumpster) and Transfer Station Vouchers	No Charge