City of South Bend
Council Meeting
Monday, June 10, 2019 @ 5:30 pm
Council Chambers
1102 W. First Street, South Bend, WA

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1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda

   Approval of Minutes: *May 29, 2019 Regular Meeting*
4. Correspondence
5. *Transfer Station and Disposal Service Agreement – Amendment #10 (Action)*
6. *Contract Amendment for Garbage Recycle Collection – Amendment #1 (Action)*
7. Items from the Public ***(3 Minute Limit)***
8. Department Head Reports:
   - i) Police Chief Eastham
   - ii) City Supervisor Houk
   - iii) Clerk/Treasurer Roberts
   - iv) Fire Department
9. Mayor's Report
10. Council Comments
11. Adjournment

The City of South Bend strives to provide access and services to all members of the public. Please notify the City at least 48 hours prior to an event if reasonable accommodations are needed.

NOTICE *– All proceedings of this meeting are sound recorded Except Executive Sessions.*

Next Regular Meeting: Monday, June 24, 2019 @ 5:30 PM

South Bend Council Meeting

Monday, June 10, 2019

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #45080 thru Check #45119 - *$105,487.31* Including EFT Payments

2. Approval of Payroll Checks

Payroll – Check #24622 thru Check #24638 - *$106,943.03* Including Direct Deposit

06/10/19

	VENDOR		AMOUNT	
45080	Zoe Sowa (Hand Pay)	$	535.58	Per Diem - Training 6/1-6/7/19 and 6/17-6/18/19
45081	Aberdeen Office Equipment, Inc.	$	129.72	Office Supplies - City Hall
45082	ALS Group USA Corp	$	20.00	Water Samples
45083	Ashley Construction, Inc.	$	778.32	Professional Services - Water Fund
45084	Beans & Rocks, LLC	$	418.67	Stockpile
45085	Borden's Auto Parts, Inc.	$	161.95	Repair/Maintenance - Police $25.51, Streets $8.77, Water/Sewer $127.67
45086	Bud's Lumber & Electric	$	575.96	Operating Supplies - Streets $53.48, Parks $18.54, Water $493.15 and Sewer $10.79
45087	Busted Knuckles Automotive	$	136.20	Repair/Maintenance - Water/Sewer Fund
45088	Cascade Computer Maintenance, Inc.	$	1,046.06	Capital Outlay (Dee, Kim, Dennis & Julie)
45089	City of Raymond	$	19,970.89	RWWTP M & O - April 2019
EFT Pay	*Comcast - EFT Pay*	$	873.13	All Depts
45090	Crystal Springs	$	102.54	Water Service - Public Works
45091	Dee Roberts	$	115.50	Per Diem - Training 6/17-6/18/19
45092	Dennis Company	$	551.64	Operating Supplies - Streets $43.23, Water $503.24 and Sewer $5.17
45093	Dept of Ecology	$	25,546.27	Loan Payment - I & I (Next Payment 11/2019 - Payoff 2024) $25,246.27 & Annual Lab Accreditation $300.00
45094	Dept of Licensing	$	54.00	Concealed Weapons Permits
EFT Pay	*Dept of Revenue - EFT Pay*	$	6,927.62	May 2019 Excise Tax on Water/Sewer and Excise Tax on Out of State Purchases
45095	Dept of Transportation	$	2,010.07	Fuel - Public Works $841.60 and Police Dept $1,168.47
45096	Gray & Osborne, Inc.	$	16,712.09	TIB $10,221.44, Central Ave $2,378.84. Pac Sunset $1,542.38, 4th St $347.76, SB Elem $1,126.86 and Gen Eng $1,094.81
45097	HB Portables	$	100.00	Portable Toilet - Boat Launch
EFT Pay	*Invoice Cloud-E Pay*	$	92.60	May 2019 Portal Access Fee
45098	Maneman Electric, Inc.	$	496.99	Repair/Maintenance - Water $265.93 and Sewer $231.06
45099	Masco Petroleum	$	943.57	Fuel - Public Works $914.43 and Fire Dept $29.14
45100	MB Industrial Motors, LLC	$	1,192.12	Repair/Maintenance - Water Fund
45101	Northwest Rock, Inc.	$	163.23	Stockpile
45102	Office of Financial Management	$	3,018.00	May 2019 Fines & Forfeitures
45103	One Call Concepts, Inc.	$	15.84	Locates
EFT Pay	*ONLINE Information Services - EFT Pay*	$	22.70	Credit Reporting Services - May 2019
45104	Pacific County Dept of Public Works	$	1,648.69	Eklund Park - June 2019
45105	Pacific County Prosecutor	$	38.71	May 2019 Crime Victims
45106	Pete Hinton	$	50.00	Interpreter - Municipal Court 05/08/19
45107	PUD #2	$	8,108.76	All Depts

45108	Smarsh	$	**345.40**	Archiving & Data Retention - May 2019
45109	South Bend Pharmacy	$	**82.56**	UPS Fees - Water Fund
45110	South Bend Utilities	$	**300.00**	Utility Deposit Refunded
45111	South Bend Utilities	$	**300.00**	Utility Deposit Refunded
45112	South Bend Utilities	$	**300.00**	Utility Deposit Refunded
45113	South Bend Utilities	$	**300.00**	Utility Deposit Refunded
45114	South Bend Utilities	$	**150.00**	Utility Deposit Refunded
45115	Staples	$	**392.22**	Office Supplies - Muni Court $33.10, City Hall $61.21, Police $33.10, Water $157.72 and Sewer $107.09
45116	Steve's Front End & Brake, Inc.	$	**194.58**	Repair/Maintenance - Streets
45117	Three Rivers Mosquito and Vector Control	$	**7,567.00**	Larviciding - June 2019
45118	TMG Services	$	**594.55**	Repair/Maintenance - Water Fund
EFT Pay	*Verizon - EFT Pay*	$	**180.41**	Police Laptops
EFT Pay	*VISA - EFT Pay*	$	**1,184.33**	City Hall $411.19, Police $56.59, Parks $345.92, Water/Sewer $261.84 and Mosquitos $108.79
45119	Willapa Harbor Herald	$	**1,038.84**	Legal Notices
	TOTAL	$	**105,487.31**	

Mayor Julie K Struck — Mayor Struck

City Supervisor Houk

Police Chief Eastham

Register

Number	Name	Fiscal Description	Cleared	Amount
24622	Eastham, David L	2019 - May - Second Council Meeting - May		$1,200.00
24623	Houk, Lloyd D	2019 - May - Second Council Meeting - May		$1,650.00
24624	Ashley, Alan	2019 - May - Second Council Meeting - May		$92.35
24625	Houk, Lloyd D	2019 - May - Second Council Meeting - May		$2,879.63
24626	AFLAC	2019 - May - Second Council Meeting - May		$820.74
24627	Association of WA Cities	2019 - May - Second Council Meeting - May		$3,646.56
24628	Dee Roberts-Coffee Fund	2019 - May - Second Council Meeting - May		$48.00
24629	Dept of Labor & Industry	2019 - May - Second Council Meeting - May		$2,170.93
24630	Dept of Retirement Systems	2019 - May - Second Council Meeting - May		$12,542.07
24631	Employment Security Department	2019 - May - Second Council Meeting - May		$202.88
24632	Nationwide Retirement Solutions	2019 - May - Second Council Meeting - May		$405.00
24633	Teamster's Local #252	2019 - May - Second Council Meeting - May		$511.00
24634	The Bank of the Pacific	2019 - May - Second Council Meeting - May		$19,793.28
24635	Thorbeckes	2019 - May - Second Council Meeting - May		$58.34
24636	Washington Counties Insurance Fund	2019 - May - Second Council Meeting - May		$416.00
24637	Washington State Support Registry	2019 - May - Second Council Meeting - May		$297.73
24638	Washington Teamsters Welfare Trust	2019 - May - Second Council Meeting - May		$10,672.80
May 2019 Draw	Payroll Vendor	2019 - May - Second Council Meeting - May		$13,425.00
May 2019 Payroll	Payroll Vendor	2019 - May - Second Council Meeting - May		$36,110.72
				$106,943.03

CITY OF SOUTH BEND
COUNCIL MEETING – 05/29/19

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Buchanan, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham, City Supervisor Houk. Assistant Fire Chief McGee and Clerk/Treasurer Roberts. Councilor Williams was absent (excused).

3. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES

A motion was made by Councilor Neve to approve the Agenda, Consent Agenda and the minutes of the May 13, 2019 regular meeting. The motion was seconded by Councilor Little. **Vote: Ayes-4, Noes-Ø, Absent-1**

Vendors – Check #45048 thru Check #45079 - *$32,525.20 Including EFT Payments*

4. CORRESPONDENCE - NONE

5. PUBLIC HEARING @ 5:33 PM – CDBG GENERAL PURPOSE GRANT

Mayor Struck opened the public hearing at 5:33 pm. Mayor Struck noted that there were CDBG handouts in the back of the room in English and Spanish as well as a Spanish interpreter available if anyone in the audience needed assistance.

Gray & Osborne, Inc. representative Dominic Miller briefly explaining the Community Development Block Grant (CDBG) General Purpose Grant which is a $750,000 grant application to help offset the cost of the current water treatment plant improvements that the city currently has a $3,000,000 loan through U.S. Dept of Agriculture-Rural Development (USDA-RD) for. If the grant is approved it would reduce the amount of the USDA RD loan.

There was little public input and those that did speak did not identify themselves for the record. The public hearing was closed at 5:49 pm.

6. BID RESULTS – FIRST STREET & KENDRICK STREET RECONSTRUCTION / WILLAPA AVENUE SIDEWALK

Dominic Miller explained the bid results for the First Street & Kendrick Street Reconstruction / Willapa Avenue Sidewalk Project. The Engineers Estimate was $635,000 to $695,000 and the lowest bidder was $804,560.00 / $850,710.00.

Contractor	Total Amount Bid (Schedules A1, B and C) Line No 5	Total Amount Bid (Schedules A1, A2, B and C) Line No 6
Rognlin's, Inc.	$804,560	$850,710
Sea Construction, LLC	$930,675	$971,715

This project is being funded through the Transportation Improvement Board (TIB). With Mr. Millers assistance the City approached TIB to see if they would be able to provide any additional funds for the project and they agreed to add an additional $125,510 to the project which left a shortfall of $25,000 and no additional money for overruns. Following discussion Councilor Neve made a motion to accept the bid results and award the project as presented to Rognlin's, Inc. ($804,560) with the understanding that the city would be responsible for the $25,000 shortfall and any cost overruns. The motion was seconded by Councilor Buchanan. **Vote: Ayes-4, Noes-Ø, Absent-1**

DRAFT

7. PACIFIC SUNSET FINAL PLAT APPROVAL

Prior to the vote Councilor Little recused himself due to a conflict of interest.

Councilor Neve made a motion to accept the Pacific Sunset Final Plat as presented. The motion was seconded by Councilor Davis. **Vote: Ayes-3, Noes-Ø, Absent-1, Abstention-1** *(Vote: Ayes-Councilor Buchanan, Councilor Neve, Councilor Davis; Absent-Councilor Williams; Abstention-Councilor Little)*

8. RESOLUTION #2019-03 – JULY 5, 2019 ADDITIONAL HOLIDAY

Councilor Neve made a motion to accept Resolution #2019-03 – July 5, 2019 Additional Holiday as presented. The motion was seconded by Councilor Davis. **Vote: Ayes-4, Noes-Ø, Absent-1**

9. ITEMS FROM THE PUBLIC - NONE

10. DEPARTMENT HEAD REPORTS - NONE

- City Supervisor Houk explained that there had been a couple of issues at the Water Treatment Plant – the chlorinator value went out which shut the plant down until a contractor was able to come in and get it fixed and the raw water pump broke down and had to be shipped out for repair. The plant was down for about 24 hours and the city had to purchase water from Raymond during that time.

- The circuit panel for the Steve Russell Crossing (flashing crosswalk) was sent in and it is not repairable. To replace the panel is approximately $7,000. At this time the city does not have a plan for replacement, but will explore what funding options might be available.

11. MAYOR'S REPORT

- Mayor Struck announced that the city had been awarded $30,000 for the library through the Pacific Council of Government's .09 monies funding program. She advised that with the money from the Friends of the Library and this money this should be able to take care of the repairs that were identified during the inspection by Gray & Osborne, Inc. last year.

12. COUNCIL COMMENTS

- Councilor Davis asked if fireworks would be banned this year due to the drought. Police Chief Eastham advised that he didn't know yet, but he did point out that he would be ticketing anyone that was CAUGHT setting off illegal fireworks this year. The fine will be $500.00.

- Regarding fireworks, Councilor Buchanan noted that he would like to see smaller fines and it enforced more often.

- Councilor Buchanan mentioned that the Steve Russell Crossing crosswalk needed to be repainted. City Supervisor Houk advised he would contact the Washington Dept of Transportation as that is their responsibility.

13. ADJOURNMENT

The meeting was adjourned at 6:11 PM to meet again on Monday, June 10, 2019 for the next regularly scheduled meeting at South Bend City Hall.

ATTEST:

Julie K. Struck	**Dee Roberts**
Mayor	**Clerk/Treasurer**

DRAFT

TRANSFER STATION AND DISPOSAL SERVICE AGREEMENT

AMENDMENT NO. 10

WHEREAS, the Transfer Station and Disposal Service Agreement among PACIFIC COUNTY, WASHINGTON (the "County"), the Cities of SOUTH BEND AND RAYMOND, WASHINGTON (the "Cities"), and Royal Heights Transfer Station, Inc., a Washington Corporation ("Royal Heights") effective January 1, 2010, allows for modifications; AND

WHEREAS, there is a need to amend sections of the Agreement to reflect adjustments in the methodology used for rate calculations, rates effective August 1, 2019, and other language modifications.

NOW, THEREFORE, Section 1.4, "Base Rate", Section 1.9, "CPI", Section 4, "Insurance" , Section 6, "Rates Charges for Transfer Station Services, Section 12, "Term of Agreement/Renewal", and Exhibit A, "Insurance Coverage Limits", are hereby amended as follows:

1.4 Replace in its entirety with:

"Base Rate" means the per ton annual rates as of August 1, 2019 and included in Section

1.9 Replace in its entirety with:

"CPI-U" means the most current Consumer Price Index for All Items, for All Urban Consumers-West Region-Size Class B/C as published by the United States Department of Labor, Bureau of Labor Statistics. All "CPI-U" adjustments shall be cumulative.

4. Replace in its entirety with:

Indemnification and Insurance

4.1 Indemnification

Indemnification-To the fullest extent permitted by law, Royal Heights agrees to indemnify, defend and hold the County and Cities and their departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of Royal Heights, its employees, agents or volunteers or Royal Height's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Royal Height's or its subcontractors' use of, presence upon or proximity to the property of the County or Cities. This indemnification obligation of Royal Heights shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County or the City. This indemnification obligation of Royal Heights shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application

of any other workmen's compensation act, disability benefit act or other employee benefit act, and Royal Heights hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of Royal Heights are a material inducement to the County and Cities to enter into the Agreement, are reflected in Royal Heights's compensation, and have been mutually negotiated by the parties.

a. Participation County and Cities – No Waiver. The County and Cities reserve the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Royal Height's indemnity obligations under the Agreement.

b. Survival of Royal Height's Indemnity Obligations. Royal Heights agrees all Royal Height's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

4.2 Insurance

Without limiting Royal Height's indemnification of the County and Cities, Royal Heights shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the County and Cities.

a. General Liability Insurance. Royal Heights shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
b. Workers' Compensation Insurance. Royal Heights shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).
c. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County and Cities, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Royal Heights or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Royal Heights hereby waives its own right of recovery against the County and Cities, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
d. Royal Heights must name the County and Cities as additional insureds. Royal Heights agrees that its liability insurance shall be primary and non-contributory to the County and City's and that Royal Height's liability insurance policy shall so state.

6. Replace in its entirety with:

Rates Charged-Royal Heights agrees that its rates and charges for its services in accepting, storing temporarily and loading trailers with North County Waste shall not exceed the amounts set forth in this section.

6.1 On August 1st each year the rates shall be adjusted by the percentage of the previous calendar year's annual average change in CPI-U for West Region Size Class B/C.

Royal Heights Service	Adjustment Rate
Transportation*	85%
Disposal and DEQ Fees	85%
Transfer Station Maintenance and Operation	85%
Transfer Station Administration	FROZEN
Special Handling Fee (Self Hauled)	FROZEN
Pacific County Programs	Adjustment Rate
Solid Waste Management Plan (SWMP)	85%
Post Closure Fund*	85%
Moderate Risk Waste Program (MRW)	FROZEN

*2019 the base rates were adjusted. The percent of CPI-U adjustment listed above will be effective August 1, 2020.

6.2 The rate payable for the year commencing on August 1st each year shall be calculated using the ***US Department of Labor's Consumer Price Index, All Items, All Consumers, West Region –Size Class B/C (CPI-U) table of over-the-year percent increases,*** annual average from the previous year.

Below is the calculation for the rate increase for *disposal fees* effective August 1, 2019. For example, to calculate the rate that is effective August 1, 2020, the annual average CPI-U rate reported for calendar year 2019 would be used.

- Annual CPI-U percent increase reported for 2018 2.9%
- Annual Adjustment Rate for Transportation 85% CPI-U (rounded to three decimals)
- .029 (CPI-U) X. 85 (Adjustment Rate)=.025 (Percentage Increase to Current Fee)
- Current Rate (Aug 1, 2018-July 31, 2019)=$39.46 (rounded to two decimals)
- $39.46 (Current Rate) X 1.025 (Percent Increase)=$40.45 (Revised Fee for 8/1/19-7/31/20)

6.3 If the CPI-U rate is revised or discontinued during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI-U rate had not been discontinued or revised. In the even the CPI-U rate being used is not replaced the parties will, in good faith, attempt to agree on a governmental index or computation which will, as closely as possible, yield substantially the same result as would be obtained of the index had not been

discontinued. If the parties fail to agree upon such other governmental index, a replacement index will be determined by an arbitrator per Section 16.

6.4 Beginning August 1, 2019, and each succeeding year thereafter during the term of this Agreement, charges listed in the tables below shall be adjusted on August 1st of each year.

Service	COLUMN A: Current Rate (8/1/18-7/31/19)	COLUMN B: Adjustment Factor % of CPI-U	COLUMN C: CPI-U change over previous year Calendar year 2018	COLUMN D: CPI-U Rate X Adjustment Factor (Column B X Column C)	COLUMN F: Base Rate as of August 1st, 2019 (Column A X 1+ Column D)
Transportation	$39.46	Actual being charged by Royal Heights subcontractor, then adjusted 85% every year beginning 8/1/2020	NA for 2019	.NA for 2019	$48.33 New base rate. This will be adjusted by the CPI-U rate calculation (Column D) beginning 8/1/2020
Disposal/DEQ Fee	$22.61	Effective 8/1/19 incorporate the Oregon DEQ fee with the disposal fee. Adjusted the 2018 disposal fee by 85% and added the actual DEQ fee of $0.65 to calculate 2019 fee. Effective 8/1/2020 the 2019 Disposal Fee which includes the DEQ will be adjusted by 85%	2.9%	029 X .85=.025	$23.18+ $0.65 (Actual DEQ fee)=$23.83

Transfer Station Maintenance and Operation	$35.15	85%	2.9%	029 X .85=.025	$36.03
Transfer Station Administration	.10	FROZEN	NA	NA	$0.10
Special Handling Fee (Self Hauled)	$23.75	FROZEN	NA	NA	$23.75
Oregon D.E.Q. Fee*	$0.58	ACTUAL Effective 8/1/19 this rate is included in the disposal rate	NA	NA	$0.65*
Solid Waste Management Plan (SWMP)	$4.56	85%	2.9%	.029 X .85=.025	$4.67
Post Closure Fund	$4.05	Adjusted base rate to reflect actual cost increases. Effective 8/1/2020 adjust by 85%	NA	NA	$5.69
Moderate Risk Waste Program (MRW)	$2.30	FROZEN	NA	NA	$2.30

* Effective 8/1/19 the DEQ Fee will be included in the Transportation Fee. $0.65 is the current Oregon DEQ fee

6.5 Fuel Surcharge

All parties recognize that changes in costs of fuel may result in higher or lower transportation costs under this agreement. A fuel surcharge will be added to the total adjusted rate collected by Royals Heights Transfer Station for waste delivered to the Transfer Station.

The Fuel Surcharge rate will be adjusted annually on August 1st to cover increases or decreases in diesel fuel costs from year to year. The rate will be adjusted using the ***U.S, Energy Information Assistance, Petroleum and other liquids, Gasoline and Diesel Fuel Update, West Coast less California, Diesel (On highway), All Types*** rate from the previous year. If the average per gallon cost in the previous year is different than the base charge of $2.50, the fuel surcharge will adjust the base rate by $0.35 per ton for each $0.10 that the average per gallon cost is more or less than the $2.50 base rate.

Using the *U.S. Energy Information Assistance Fuel Update,* the average fuel rate reported for calendar year 2018, the 2019 fuel surcharge rate will be adjusted August 1, 2019 as follows:

- Base Rate $2.50
- Average Fuel Price (Jan-Dec 2018) $3.35
- Difference +$.85
- Calculation
  - .85 (difference in fuel price from base rate) /.10 (increase for every $0.35)=8.5
  - 8.5 X .35 (adjustment rate increase per ton) =$2.98 per ton

6.6 Prior to June 1st of each year, Royal Heights shall provide the County and each City written schedules, work papers, supporting data and computations setting forth the expected adjustment to be made to Royal Heights' fees and charges. Any adjustments to the fees shall be calculated according to the methodology outlined in Sections 6.1-6.6. On, or before, July 15th of the same year, the parties shall discuss in good faith computations and shall document the adjusted rate agreed upon in a written amendment to this Agreement.

6.7 In the event the parties cannot agree on the application or interpretation of the rate adjustment by August 15th in any year, the adjusted rates may be determined by an arbitrator per Section 17 herein upon request of any of the parties. Until the parties agree to adjusted rates, or such adjusted rates are determined by an Arbitrator, the Royal Heights' rates shall remain unchanged. However, the arbitrator may reflect in the new adjusted rate any revenue lost to Royal Heights during the arbitration proceeding and interest on said sum at the then prevailing market rate.

6.8 Either the County, the Cities, or Royal Heights may request review of the actual tonnage and/or rates set pursuant to this section at any time by giving 60 day written notice to the other parties.

6.9 In the event a change in law or incontrollable circumstance occurs, any party to this agreement affected by this occurrence shall have the right to renegotiate the rates set pursuant to this section upon giving 15 days written notice to each of the parties.

12. Replace in its entirety

Term of Agreement/Renewal. This Agreement shall remain in full force and effect from August 1, 2019 through July 31, 2029. This agreement shall be reviewed at the end of five years (August, 2024), to determine if parties can provide more competitive service, hauling and disposal rates. The expressed written consent of each party is required to renew said agreement. No party is obligated in any manner to renew said agreement.

EXHIBIT A Eliminate

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers or representative effective August 1, 2019.

City of Raymond, Washington

_____

Tony Nordin, Mayor

Board of County Commissioners
Pacific County, Washington

_____

Frank Wolfe, Chair

City of South Bend, Washington

_____

Julie Struck, Mayor

_____

Lisa Olsen, Member

Royal Heights Transfer Station, Inc.

_____

Larry Bale, President

_____

Mike Runyon, Member

ATTEST:

_____

Marie Guernsey

Clerk of the Board

U.S. Energy Information Administration

PETROLEUM & OTHER LIQUIDS

OVERVIEW | DATA | ANALYSIS & PROJECTIONS | GLOSSARY › | FAQS ›

Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: West Coast less California ▼ Period: Annual ▼

Show Data By: ◉ Product ○ Area	Graph Clear	2013	2014	2015	2016	2017	2018	View History
Gasoline - All Grades	☐	3.642	3.545	2.709	2.395	2.704	3.105	1998-2018
All Grades - Conventional Areas	☐	3.685	3.604	2.769	2.454	2.785	3.178	2000-2018
All Grades - Reformulated Areas	☐	3.436	3.261	2.425	2.115	2.318	2.782	1998-2018
Regular	☐	3.591	3.491	2.660	2.327	2.634	3.039	1998-2018
Conventional Areas	☐	3.634	3.552	2.711	2.389	2.718	3.113	2000-2018
Reformulated Areas	☐	3.381	3.199	2.353	2.027	2.228	2.717	1998-2018
Midgrade	☐	3.732	3.637	2.819	2.531	2.843	3.274	1998-2018
Conventional Areas	☐	3.778	3.699	2.881	2.590	2.926	3.336	2000-2018
Reformulated Areas	☐	3.524	3.357	2.541	2.259	2.467	2.954	1998-2018
Premium	☐	3.868	3.781	2.966	2.684	3.001	3.427	1998-2018
Conventional Areas	☐	3.911	3.837	3.018	2.727	3.067	3.479	2000-2018
Reformulated Areas	☐	3.674	3.524	2.728	2.490	2.701	3.151	1998-2018
Diesel (On-Highway) - All Types	☐	3.963	3.848	2.755	2.438	2.833	3.354	2011-2018
Ultra Low Sulfur (15 ppm and Under)	☐	3.963	3.848	2.755	2.438	2.833	3.354	2011-2018

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 5/20/2019
Next Release Date: 5/28/2019

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103
Information Staff (415) 625-2270 / Fax (415) 625-2351

This page will no longer be updated as of June 2019.
Current and historical data can now be accessed at:
https://www.bls.gov/regions/west/data/cpi_tables.pdf

WEST - Size Class B/C

Consumer Price Index, All Items, December 1996=100 for All Urban Consumers (CPI-U)

YEAR	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SEMIANNUAL 1ST HALF	SEMIANNUAL 2ND HALF	ANNUAL AVERAGE
2000	105.7	106.2	107.1	107.2	107.3	107.7	108.1	108.3	108.8	109.0	109.2	108.9	106.9	108.7	107.8
2001	109.8	110.1	110.7	110.6	111.1	111.2	111.4	111.2	111.7	112.1	112.0	111.6	110.6	111.7	111.1
2002	111.9	112.4	112.8	113.7	112.5	112.2	112.5	113.0	113.1	113.3	113.1	113.1	112.6	113.0	112.8
2003	113.8	114.5	115.4	114.9	114.7	114.4	115.1	115.5	115.6	115.5	114.9	115.2	114.6	115.3	115.0
2004	116.0	117.0	117.9	117.8	118.2	117.9	117.9	118.1	118.4	119.2	119.3	119.0	117.5	118.7	118.1
2005	119.5	119.6	120.4	121.4	121.3	121.1	121.3	122.0	123.1	123.6	122.8	121.8	120.6	122.4	121.5
2006	122.9	123.7	124.2	124.9	125.7	125.6	125.6	126.2	125.9	125.5	125.1	125.0	124.5	125.6	125.0
2007	126.244	126.805	127.848	128.843	129.129	129.262	129.067	128.939	129.064	129.866	130.581	130.481	128.022	129.666	128.844
2008	131.328	131.538	132.896	133.694	134.023	135.283	136.021	135.207	134.834	133.795	131.440	129.725	133.127	133.504	133.315
2009	130.682	131.636	131.775	131.912	131.990	132.952	132.774	132.756	133.128	133.618	133.335	133.132	131.825	133.124	132.474
2010	133.366	133.513	133.863	134.133	133.889	133.635	133.685	133.704	133.544	133.745	133.930	134.328	133.733	133.823	133.778
2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	137.164	138.331	137.748
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	139.921	140.186	140.054
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.324	141.981	141.652
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.130	143.923	143.527
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	143.981	144.258	144.119
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	144.877	146.010	145.443
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	147.980	149.693	148.836
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	152.094	154.167	153.130
2019	154.328	154.671	155.178	156.523											

Table of over-the-year percent increases. An entry for Feb. 2006 indicates the percentage increase from Feb. 2005 to Feb. 2006.

2001	3.9	3.7	3.4	3.2	3.5	3.2	3.1	2.7	2.7	2.8	2.6	2.5	3.5	2.8	3.1
2002	1.9	2.1	1.9	2.8	1.3	0.9	1.0	1.6	1.3	1.1	1.0	1.3	1.8	1.2	1.5
2003	1.7	1.9	2.3	1.1	2.0	2.0	2.3	2.2	2.2	1.9	1.6	1.9	1.8	2.0	2.0
2004	1.9	2.2	2.2	2.5	3.1	3.1	2.4	2.3	2.4	3.2	3.8	3.3	2.5	2.9	2.7
2005	3.0	2.2	2.1	3.1	2.6	2.7	2.9	3.3	4.0	3.7	2.9	2.4	2.6	3.1	2.9
2006	2.8	3.4	3.2	2.9	3.6	3.7	3.5	3.4	2.3	1.5	1.9	2.6	3.2	2.6	2.9
2007	2.7	2.5	2.9	3.2	2.7	2.9	2.8	2.2	2.5	3.5	4.4	4.4	2.8	3.2	3.1
2008	4.0	3.7	3.9	3.8	3.8	4.7	5.4	4.9	4.5	3.0	0.7	-0.6	4.0	3.0	3.5
2009	-0.5	0.1	-0.8	-1.3	-1.5	-1.7	-2.4	-1.8	-1.3	-0.1	1.4	2.6	-1.0	-0.3	-0.6
2010	2.1	1.4	1.6	1.7	1.4	0.5	0.7	0.7	0.3	0.1	0.4	0.9	1.4	0.5	1.0
2011	1.2	1.7	2.5	3.0	3.5	3.5	3.3	3.3	3.8	3.7	3.3	2.7	2.6	3.4	3.0
2012	2.6	2.3	2.2	1.8	1.6	1.5	1.1	1.3	1.5	1.6	1.4	1.3	2.0	1.3	1.7
2013	1.0	1.5	1.0	0.8	0.7	1.0	1.6	1.6	1.2	0.8	1.0	1.4	1.0	1.3	1.1
2014	1.5	0.7	0.9	0.9	1.7	1.9	1.8	1.5	1.6	1.6	1.2	0.6	1.3	1.4	1.3
2015	0.0	0.6	0.8	0.9	0.8	0.5	0.3	0.3	0.0	0.1	0.1	0.5	0.6	0.2	0.4
2016	1.3	0.8	0.3	0.5	0.4	0.5	0.6	0.7	1.1	1.3	1.7	1.8	0.6	1.2	0.9
2017	1.8	2.3	2.5	2.3	2.0	2.0	1.9	2.3	2.6	2.7	2.7	2.7	2.1	2.5	2.3
2018	2.8	2.5	2.6	2.6	3.0	3.2	3.2	3.0	2.8	2.9	3.1	2.9	2.8	3.0	2.9
2019	2.5	2.3	2.3	2.7											

	Current (8/1/18-7/31/19)	NEW (8/1/19)
Transportation	$39.46	$48.33
Disposal	$22.61	$23.83
Royal Heights Transfer Station M&O	$35.15	$36.03
Royal Heights Transfer Station Admin	$0.10	$0.10
SWMP	$4.56	$4.67
Post Closure	$4.05	$5.69
MRW	$2.30	$2.30
	$108.23	$120.95
Oregon D.E.Q Fee	$0.58	$0.00
	$108.81	$120.95
Special Handling Fee (Self Haulers	$23.75	$23.75
	$132.56	$144.70
Dollar Per Ton Increase	$12.14	
Percent Increase	11%	

FIRST AMENDMENT TO CONTRACT FOR GARBAGE RECYCLE COLLECTION

This First Amendment to Contract for Garbage and Recycle Collection (the "First Amendment") is entered into this ___ day of June, 2019, by and between Harold Lemay Enterprises, Incorporated (the "Contractor") and the City of South Bend, Washington (the "City").

RECITALS:

WHEREAS, the City and the Contractor entered into that Contract for Garbage and Recycle Collection dated as of January 1, 2019 (the "Agreement") to provide collection, hauling, and disposal services garbage and recycle collection throughout the City (as such terms are defined in the Agreement); and

WHEREAS, the City and the Contractor mutually desire to amend and extend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Rates and Rate Adjustments. Upon execution of this First Amendment, Section 34 of the Agreement shall be deleted in its entirety and replaced with the following:

> "The Contractor's initial charges for collection, transportation and disposal services shall be those established and contained in attached Exhibit "D" and by the reference incorporated herein. Commencing with the year "*2019*" the rates set forth in Exhibit "D" shall be further subject to an annual cost of living adjustment calculated as follows: on August 1 of every year of this Contract, the rates and charges shown in Exhibit "D" shall increase by 100% of the percentage change in the preceding 12-month period (using February of the prior year through February of the then current year) consumer price index for the Seattle-Tacoma-Bremerton Area for All Urban Consumers, all items, (1982-84 = 100) (CPI-U), as calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or it successor."

2. Other Adjustment Bases. Upon execution of this First Amendment, Section 35(B) of the Agreement shall be deleted in its entirety and replaced with the following:

> "Commencing with the year "*2019*" the recycle rates set forth in Exhibit "D" shall be adjusted annually on August 1, based on the preceding 12-month period (using February of the prior year through February of the then current year) average recycle pricing. The initial base rate will be set at negative ($75.00) per ton. Contractor will adjust rates by the percentage change in the average annual recycle pricing. Contractor shall provide City with documentation of recycle rates upon request. If recycle rates change more than 20% from the last recycle rate adjustment, the Contractor can request adjustment from the City during the course of the year. The approval for any recycle increase/decrease shall not be unreasonably withheld, conditioned or delayed by the City."

3. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

4. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

5. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall he given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

CITY OF SOUTH BEND, WASHINGTON	HAROLD LEMAY ENTERPRISES, INCORPORATED
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____