

ORDINANCE NO. 2007-13

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON  
AMENDING THE CONTRACT BETWEEN THE CITY AND  
BAINBRIDGE DISPOSAL INC. FOR CURBSIDE RECYCLING  
SERVICES AND EXTENDING THE TERM OF SAID  
CONTRACT AS AMENDED.

WHEREAS, in September 2003 the City of Poulsbo entered into a contract with Bainbridge Disposal Inc. for curbside recycling services, and

WHEREAS, Section 1.2.0 of said contract states: "The term of this Contract is for five years, starting October 1, 2003, and expiring September 30, 2008. The City reserves the right, at its sole option, to extend the Contract for up to two separate extensions, each of which shall not exceed two years. Any such extension shall be under the original terms and conditions of this Contract as may be amended. To exercise its option to extend this Contract, notice shall be given in writing by the City to the Contractor by December 31<sup>st</sup> of the year prior to the expiration of the Contract term or the expiration of a previous extension. Extension of contract must be authorized by Council.", and

WHEREAS, in addition to recycling services the City of Poulsbo has routinely requested and received refuse collection services from Bainbridge Disposal Inc. for large-volume customers, special events, and other solid waste services as needed by the City, and

WHEREAS, such refuse collection services are neither specified nor precluded by the contract dated September 2003, and

WHEREAS, the City of Poulsbo wishes to clarify the scope of intended services to be covered by said contract, and

WHEREAS, the City of Poulsbo also wishes to exercise the first two-year extension to said contract as amended, NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, DO ORDAIN AS FOLLOWS:

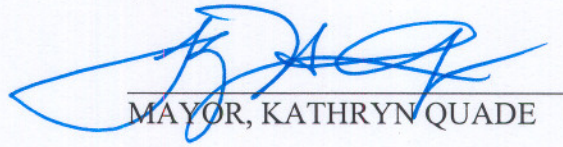
**Section 1.**

The Mayor of the City of Poulsbo is hereby authorized to execute Addendum #1 attached hereto and incorporated herein by reference.

**Section 2. Effective Date.**

This ordinance shall take effect on the first day of the month following the publication of the attached summary, which is hereby approved.

APPROVED:

  
MAYOR, KATHRYN QUADE

ATTEST/AUTHENTICATED:

Karol Jones  
CITY CLERK, KAROL JONES

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY: James E. Hargis

FILED WITH THE CITY CLERK: 5/30/2007  
PASSED BY CITY COUNCIL: 6/6/2007  
PUBLISHED: 6/20/2007  
EFFECTIVE DATE: 7/1/2007  
ORDINANCE: 2007-13

**SUMMARY OF ORDINANCE NO. 2007-13**

of the City of Poulsbo, Washington

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On the 6<sup>th</sup> day of June, 2007, the City Council of the City of Poulsbo passed Ordinance No. 2007-13. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON AMENDING THE CONTRACT BETWEEN THE CITY AND BAINBRIDGE WASTE DISPOSAL INC. FOR CURBSIDE RECYCLING SERVICES AND EXTENDING THE TERM OF SAID CONTRACT AS AMENDED.

The full text of this Ordinance will be mailed upon request.

DATED this 7<sup>th</sup> day of June, 2007.

Karol Jones  
CITY CLERK KAROL JONES, CMC

## Addendum #1 to Contract for Curbside Recycling Services

By mutual agreement, the following Section shall be added to the September 2003 contract document. Furthermore, in accordance with Section 1.2.0 of said document, the term of this contract as amended is hereby extended two years with the resulting expiration date of September 30, 2010.

(New) Section 2.7.0 Other Solid Waste Services

Upon request by the City, the Contractor shall collect, transport, and properly dispose of solid waste for large-volume customers, for special events, for support of the City's neighborhood residential cleanup program, or for similar solid waste services when needed by the City. The Contractor shall provide containers appropriate to the service being requested. The Contractor shall own the containers, which at the end of the Contract term shall be and remain the property of the Contractor. For services provided in accordance with this Section, the City agrees to make payment to the Contractor as follows:

10-Yard Drop Box	first dump	\$389.90
	second dump	319.00
30-Yard Drop Box	first dump	\$349.05 plus \$62.02 per ton
	second dump	249.05 plus \$62.02 per ton
Relocate fee		\$40.00

IN WITNESS THEREOF, the parties have executed this Addendum with an effective date of ~~June~~ <sup>July</sup> 1, 2007.

CONTRACTOR

By [Signature]  
Title Resident  
Date 6/1/2007

ATTEST:

Karol Jones  
City Clerk

CITY OF POULSBO

By [Signature]  
Title Mayor  
Date 8 June 2007

APPROVED AS TO FORM

[Signature]  
City Attorney