



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

August 15, 2022 6:00 PM

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

<https://sumnerwa-gov.zoom.us/j/86045268519>

Or One tap mobile :

US: +12532158782,,86045268519# or +16699006833,,86045268519#

Or Telephone: +1 253 215 8782

Webinar ID: 860 4526 8519

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. 902 Kincaid Lease Agreement - Shades Salon
2. Amendment to 2013 YMCA Services Agreement
3. Amendment to 2019 YMCA Services Agreement
4. Resolution No. 1635 - Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan
5. Resolution No. 1634 - Extension of Capital Facilities Plan
6. Approval of the meeting minutes from the regular council meeting of August 1, 2022 and the August 8, 2022, study session
7. Resolution No. 1636 - Recreation and Conservation Office Grant Acceptance - Pacific Point Bar Acquisition
8. Microsoft 365 Contract
9. Approval of checks and electronic payments in the amount of \$1,351,258.63

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your

public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Civil Service Commission Appointment (Dobb)
- b. Ordinance No. 2823 - Text Amendments: Electronic Reader Board and Digital Message Signs
- c. Ordinance No. 2830 - Accessory Dwelling Units Code Update

4. Reports

- a. Council
- b. City Administrator
- c. Mayor

5. Executive Session

6. Adjournment

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: 902 Kincaid Lease Agreement - Shades Salon

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Lease Back Agreement - Shades Salon

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City acquired the building located at 902 Kincaid for the Heritage Park project on July 1, 2022. By law, each tenant thereof is entitled to no less than 90 days to find a replacement site and vacate the premises. The sole tenant of the building, Shades Salon, has requested a lease-back agreement with the City through October 5, 2022, though it is likely that the salon will vacate prior to that date. The City is honoring the salon's prior monthly rental amount of \$850 (plus leasehold tax) but has agreed to reimburse July's rent if the salon vacates within the first 30 days of the lease agreement (by the end of July, 2022).

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee
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MEETING/STUDY SESSION DATE: 7/27/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to Approve a Lease-Back Agreement between the City of Sumner and Shades Salon for the tenant space located at 902 Kincaid, authorizing the Mayor to execute the same and ratifying and confirming all acts prior to and consistent with this authorization.

COMMERCIAL LEASE AGREEMENT

City of Sumner

This Residential Lease Agreement ("Lease") is made and entered into as of the Effective Date (defined in Section 30 below) by and between CITY OF SUMNER, a municipal corporation and political subdivision of the state of Washington ("Landlord") and Kayla Young, Owner of Shades Salon ("Tenants"). Landlord and Tenants may hereinafter be referred to collectively as "Parties" or individually as a "Party."

1. Lease of Premises. Landlord hereby leases to Tenants, and Tenants hereby leases from Landlord, the commercial property commonly known as 902 Kincaid Ave., Sumner, WA 98390 and legally described as follows:

Portion of Lots 4 and 5 in Block 3 of SUMNER, as per plat recorded in Volume 1 of Plats, page 68, records of Pierce County, Washington.

Situate in the Town of Sumner, County of Pierce, State of Washington.

("Premises") upon the terms, covenants and conditions set forth in this Lease. Tenants shall have no right, title or interest in or to the Premises, or the use and/or occupancy thereof, other than as expressly set forth in this Lease.

2. Initial Lease Term; Month-to-Month Tenancy. The initial term of this Lease ("Initial Term") shall be ninety (90) days, commencing July 1, 2022 ("Commencement Date") and shall continue on a month-to-month basis unless earlier terminated pursuant to the terms of this Lease ("Expiration Date"). Upon expiration of the Initial Term, Tenants may, with Landlord's prior written consent, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion, continue to occupy the Premises on a month-to-month basis. During any such month-to-month tenancy, either Party may terminate this Lease for any reason by giving written notice to the other of not less than TWENTY (20) calendar days prior to the end of the month in which termination is sought. Notwithstanding the foregoing, Landlord must provide a "Notice of Relocation Eligibility, Entitlements and 90-Day Assurance" providing at least 90 days' advance notice prior to the date upon which Tenant shall be required to vacate the Premises, which Tenant acknowledges is October 5, 2022

3. Monthly Rent; Leasehold Excise Tax; Remittance.

3.1 Monthly Rent. On the first day of the month of the Initial Term and any month-to-month tenancy thereafter, Tenants shall pay to Landlord rent in the amount of **Eight Hundred Fifty AND 00/100 Dollars (\$850.00)** per month ("Monthly Rent"), payable in advance, without deduction, offset, notice or demand. Monthly Rent for any partial month shall be prorated based on a THIRTY (30) day month. Total Monthly Rent is **Nine Hundred Fifty Nine Dollars AND 14/100 Dollars (\$959.14)** (See 3.2 Leasehold Excise Tax)

3.2 Leasehold Excise Tax. In addition to and together with Monthly Rent, Tenants shall also to pay to Landlord the Washington Leasehold Excise Tax ("LET"), which is currently calculated at the rate of TWELVE AND 84/100 PERCENT (12.84%) of taxable Monthly Rent or **One-Hundred and Nine AND 14/100 Dollars (\$109.14)**

3.3 Remittance. Checks for Monthly Rent, LET and any other amounts due from Tenants hereunder shall be made payable and mailed to: **CITY OF SUMNER BUDGET AND FINANCE, 1104 Maple St, Sumner, WA 98390** or such other place as Landlord may from time to time designate in writing, and shall be accompanied by the account remittance slip attached to the top of the billing invoice.

3.4 Refund. If Tenant gives five (5) calendar days advance written notice of termination and vacates the Premises during the first (30) calendar days of the Lease, the City of Sumner will refund all Rent paid hereunder for that first month as long as Tenant is in compliance with the terms of this Lease to include the following conditions:

- A. All personal property must be removed from the Premises by the Tenant at the Tenant's expense. Personal property includes but is not limited to furniture, appliances, chemicals, paid, cleaning products, and all debris.
- B. Premise must be left clean, orderly, and in a rentable condition.

For the avoidance of doubt, if Tenant does not vacate the premises within the first thirty (30) days of the Initial Term, Tenant shall be required to pay Monthly Rent for the entire duration of the occupancy.

4. Late Charge; NSF Charge.

4.1 Late Charge. Tenants acknowledge that late payment of Monthly Rent, LET or any other amounts due from Tenants hereunder will cause Landlord to incur costs and hardships not contemplated by this Lease, the exact amount or nature of which would be extremely difficult and impractical to ascertain. Therefore, if Tenants fail to pay any installment of Monthly Rent, LET or any other amounts due from Tenants hereunder, within FIVE (5) business days after that amount is due, Tenants shall pay to Landlord, as liquidated damages and Additional Rent, a late charge in the amount of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)**. Waiver by Landlord of the late charge with respect to any installment Monthly Rent, LET or any other amounts due from Tenants hereunder shall not be deemed to constitute a waiver with respect to any subsequent late charge which may accrue.

4.2 NSF Charge. If any check for Monthly Rent, LET or any other amounts due from Tenants hereunder is returned for non-sufficient funds ("NSF"), Tenants shall pay Landlord a service charge of **FIFTY AND NO/100 DOLLARS (\$50.00)** per check. If TWO (2) or more such checks are returned NSF in any SIX (6) month period, Landlord may require that all future payments of Monthly Rent, LET and any other amounts due from Tenants hereunder be paid cash or money order.

5. Delivery of Possession. Landlord and Tenants acknowledge and agree Tenants are currently in possession of the Premises.

6. Acceptance of Premises. Tenants acknowledge and agree that by virtue of their prior ownership and occupancy of the Premises, they have determined to their complete satisfaction the Premises are in good and tenantable condition and can be used for the purposes described in Section 8 below.

7. Use of Premises. Tenants shall: (a) use the Premises for continued commercial operation purposes only in strict accordance with the terms, covenants, conditions and provisions of this Lease; (b) use the Premises in compliance with any and all laws, ordinances, rules, codes, permitting requirements, regulations and policies applicable to the Premises now or in the future including, without limitation, the Chapter 59.18 RCW, the Residential Landlord-Tenant Act of 1973, as amended (collectively "Applicable Laws"); and (c) ensure that all other persons entering the Premises use the same in compliance with this Lease and with all Applicable Laws. If any term, covenant, condition or provision of this Lease conflicts with any Applicable Laws, then to the extent the Applicable Laws either has not been waived by Tenants, or cannot be lawfully waived by Tenants, the Applicable Laws shall govern.

8. Tenants' Property. Upon the expiration or earlier termination of this Lease, Tenants shall remove from the Premises their personal property and the personal property of any third party other than Landlord. Tenants shall repair any damage to the Premises and shall promptly surrender the Premises in the condition required by Section 28 below. If Tenants fail to remove personal property from the Premises as provided in this Section 8, Tenants shall, upon demand, reimburse Landlord for the documented cost of any such removal. Any personal property left upon the Premises after the expiration or earlier termination of this Lease, or after Tenant's vacation or abandonment of the Premises ("Abandoned Property"), shall be deemed to have been abandoned and to have become the sole property of Landlord to dispose of in Landlord's sole and absolute judgment and discretion in accordance with the provisions of all Applicable Laws.

9. Improvements and Alterations by Tenants. Tenants shall not make any improvements or alterations to the Premises without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

10. Utilities. Landlord shall cause the following utilities to be available for Tenant's use in and about the Premises: Electrical and Plumbing (water) (collectively "Utilities"). All applications and connections for Utilities shall be made in the name of Landlord only and Landlord shall be solely liable for reasonable and standard charges for Utilities as they become due. Landlord acknowledges and agrees that Tenant's average usage of Utilities over the past few years is deemed "reasonable and standard." Tenants acknowledge and agree the Premises are designed for standard residential electrical, lighting and heating fixtures and Tenants shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with the proper functioning of the existing electrical system. Landlord shall not be liable for any loss, injury or damage to persons or property resulting from any variation, interruption, or failure of the Utilities due to any cause whatsoever absent Landlord's negligence or willful misconduct, and then only to the extent of Landlord's proportionate share of liability. Variation, interruption or failure of the Utilities shall not be construed as an eviction of Tenants, nor give rise to an

abatement of Monthly Rent, or relieve Tenants from fulfillment of any term, covenant, condition or provision set forth in this Lease.

11. Maintenance.

11.1 By Tenants In addition to any other requirement imposed by any Applicable Laws, Tenants shall: (a) keep and maintain the Premises as neat, clean and sanitary as the condition of the Premises permit; (b) repair any and all damage to the Premises or any system or component thereof caused by Tenants or any other persons entering the Premises; (c) provide and maintain proper receptacles for trash, rubbish, garbage and other organic and flammable waste and properly dispose of the same in a clean and sanitary manner at reasonable and regular intervals; (d) assume all costs of extermination and fumigation for infestation by insects, rodents and other pests caused by Tenants; (e) properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by Landlord; and (f) maintain the smoke and carbon monoxide detection device described in Section 18 below in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke and carbon monoxide detection device, as required by RCW 48.48.140(3) and RCW 19.27.530.

11.2 By Landlord. In addition to any other requirement imposed by any Applicable Laws, Landlord shall keep the Premises fit for human habitation and shall in particular: (a) maintain the Premises to substantially comply with all Applicable Laws; (b) maintain the roofs, floors, walls, chimneys, fireplaces, foundations and all other structural components in reasonably good repair so as to be usable and capable of resisting any and all normal forces and loads to which they may be subjected; and (c) maintain all electrical, plumbing, heating, and other facilities and appliances supplied by Landlord in reasonably good working order. The foregoing notwithstanding, Landlord shall be under no duty to repair any damage or defective condition, nor shall any defense or remedy be available to Tenants, where the damage or defective condition complained of was caused by the conduct of Tenants or any other persons entering the Premises, or where Tenant unreasonably fails to allow Landlord access to the Premises for purposes of repair.

12. Liens. Tenants shall keep the Premises free from all liens arising out of any work performed, materials furnished, or obligations incurred by Tenants, including, without limitation, Utilities. If any such liens are filed, Landlord may, without waiving its rights and remedies for breach, and without releasing Tenants from any of its obligations hereunder, require Tenants to post security in form and amount reasonably satisfactory to Landlord or cause such liens to be released by any means Landlord deems proper, including payment in satisfaction of the claim giving rise to the lien. Tenants shall pay to Landlord upon demand any sum paid by Landlord to remove the liens, together with interest from the date of payment by Landlord, at the lesser of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum rate allowed by law.

13. Insurance. Landlord shall not be liable to Tenants or to any other persons entering the Premises for damages not proximately caused by Landlord. Tenants are, therefore, strongly encouraged to independently purchase property damage and liability insurance sufficient to protect Tenants and any other persons entering the Premises from any and all claims, damages and/or liabilities.

14. Indemnification of Landlord. Each party shall indemnify, defend and hold the other, its officer, directors, agents and employees ("Tenant's Affiliates" or "Landlord affiliates"), harmless from and against any and all claims, actions, damages, losses, costs, liens, judgments, penalties and liabilities (including, without limitation, reasonable attorney's fees) (the "Losses"), to the extent of such party's proportionate share of liability, based upon or arising from: (a) any injury or death of any person (including any of Tenant's or Landlord's employees) or damage to any property of a third party occurring in, on or about the Premises to the extent such Loss is caused in whole or in part by the negligence or willful misconduct of the indemnifying party or any of its agents, contractors, employee, officers, subtenants, assignees, licensees or invitees; and (b) any breach by the indemnifying party of its obligations under this Lease. If any such claim is made against a party or its Affiliates, the indemnifying party; at its sole cost and expense, shall defend such claim suit or proceeding by or through attorneys reasonable satisfactory to the other party. The indemnification obligations contained in this Section 14 shall not be limited by any workers' compensation, benefit or disability laws, and each indemnitor hereby waives any immunity that such indemnitor may have under the Industrial Insurance Act, Title 51 RCW. The provision of this Section 14 shall survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination

15. Destruction of Premises. If all or part of the Premises are destroyed or injured by fire or earthquake or other casualty, then this Lease shall automatically terminate and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

16. Condemnation. If all or part of the Premises are taken under power of eminent domain, or sold to a condemning authority in lieu thereof, then this Lease shall automatically terminate and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

17. Assignment, Subletting and Succession. Tenants may not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent, which consent may be granted, withheld conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

18. Fire Safety & Protection.

18.1 Smoke & Carbon Monoxide Detection Device. Tenants acknowledge and agree that as of the Effective Date: (a) there is located in the Premises ___ battery operated ___ hard-wired smoke and carbon monoxide detection device as required by RCW 43.44.110 and RCW 19.27.530; and (b) the smoke and carbon monoxide detection device is, as of the date of the Effective Date, in good and proper working order. PURSUANT TO RCW 43.44.110(3) and RCW 19.27.530 TENANT SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING THE SMOKE AND CARBON MONOXIDE DETECTION DEVICE AS SPECIFIED BY THE MANUFACTURER INCLUDING, BUT NOT LIMITED TO, REPLACEMENT OF BATTERIES WHERE REQUIRED FOR PROPER OPERATION. TENANTS' FAILURE TO MAINTAIN THE SMOKE DETECTION DEVICE IN ACCORDANCE WITH RCW 43.44.110(3) IS PUNISHABLE BY A FINE OF UP TO TWO HUNDRED AND NO/100 DOLLARS (\$200.00).

18.2 Other Fire Safety/Carbon Monoxide Equipment. Tenants acknowledge and agree that as of the Effective Date: (a) there is no fire sprinkler system located within the dwelling unit on the Premises; (b) other than the smoke carbon monoxide detection device described in Section 18.1 above, there is no fire or carbon monoxide alarm system located within the dwelling unit on the Premises; (c) the dwelling unit has an unconditional "no smoking" policy; (d) there are no emergency notification, emergency relocation or emergency evacuation plans for occupants of the dwelling unit located on the Premises

/_____
Tenants' Initials

Landlord's Initials

19. Hot Water Heater. Tenants acknowledge and agree that as of the Effective Date the hot-water heater located in the dwelling unit on the Premises is set at the recommended ONE HUNDRED TWENTY (120) degrees (or the minimum setting if greater than 120 degrees) and that Tenants shall be solely responsible for maintaining that temperature.

/_____
Tenants' Initials

Landlord's Initials

20. Mold Exposure. Tenants acknowledge and agree that as of the Effective Date: (a) Tenants have conducted a thorough inspection of the Premises and have determined to their complete satisfaction there is no indoor mold located in or about the Premises; and (b) Tenants are aware that complete interactive versions of the publications entitled "Got Mold" and "A Brief Guide to Mold, Moisture and Your Home" may be viewed at the Washington Department of Health website at www.doh.wa.gov.

/_____
Tenants' Initials

Landlord's Initials

21. Defaults; Remedies; Waiver. In the event of a material default under this Lease by either Party, the non-defaulting Party may pursue any remedy allowed by law. Failure by either Party to promptly enforce its rights under this Lease shall not operate as a waiver of such rights. Landlord's acceptance of Monthly Rent subsequent to a breach by

Tenants shall not operate as a waiver of such breach.

22. Landlord's Right of Entry. Tenants shall not unreasonably withhold consent to Landlord or Landlord's employees, agents or contractors to enter any portion of the Premises to inspect the same, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual tenants, workers or contractors. Landlord may enter the Premises without Tenants' consent in the case of emergency or abandonment. Except in the case of emergency or abandonment, or it is otherwise impracticable to do so, Landlord shall give Tenants at least FORTY-EIGHT (48) hours prior notice of its intent to enter the Premises and shall enter the same at reasonable times only. For the purpose of exercising its right of entry, Landlord shall at all times have and retain keys with which to unlock all the doors and gates in and about the Premises.

23. Notices. Wherever in this Lease notice is desired or required to be given, such notice shall be in writing, addressed to the person entitled thereto, and shall be sent by either: (a) United States certified mail, return receipt requested; or (b) recognized overnight express or legal messenger service which customarily maintains a contemporaneous permanent delivery record. The notice shall be deemed delivered on the earlier of: (a) the date of receipt as shown by the return receipt; or (b) the delivery date as shown in the regular business records of the overnight courier or legal messenger service. Notices shall be sent to Landlord or Tenants at the address or facsimile for that Party as designated below:

Landlord: City of Sumner Budget and Finance
1104 Maple St
Sumner, WA 98390

Copy to: City of Sumner City Attorney
Attn: Andrea Marquez
1104 Maple St
Sumner, WA 98390

Tenants: Kayla Young, Owner of Shades Salon

Copy to: Jan Kelly, Esq.
JK Law
PO Box 1964
Poulsbo, WA 98370

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. NOTICE: Email addresses provided above are for convenience only and shall not constitute a valid means of giving notice under this Lease.

24. Negotiation and Construction. This Lease was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

25. Time. Time is of the essence of this Lease and of every term and provision hereof. If the date for any performance under this Lease falls on a weekend or holiday, the time shall be extended to the next business day.

26. Entire Agreement; Amendment. This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

27. Attorney Fees; Governing Law; Venue. If either Party requires the services of an attorney in connection with enforcing the terms of this Lease, whether or not suit is brought, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to Landlord or eviction of Tenants during the Lease Term or after the expiration thereof, the substantially prevailing Party shall be entitled to reasonable attorney fees and all costs incurred in connection therewith.

This Lease shall be governed by and shall be construed and interpreted in accordance with the laws of the state of Washington. Landlord and Tenants agree that venue of any legal action between the Parties relating to the Lease shall be in the superior court of Pierce County, Washington.

28. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenants shall: (a) peaceably surrender possession of the Premises to Landlord; and (b) leave the Premises broom clean and in as good order, repair and condition as was provided to Tenants on the Commencement Date, reasonable wear and tear from ordinary use excepted. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.

29. Performance by Tenants. Except as expressly provided to the contrary elsewhere in this Lease, all covenants and agreements to be performed by Tenants under this Lease shall be performed by Tenants at their sole cost and expense and without any abatement of Monthly Rent or any other amounts due from Tenants hereunder.

30. Effective Date of Lease. The Effective Date of this Lease shall be the date Landlord's County Executive (who shall be the last person to sign) shall have executed this Lease as indicated opposite her name below.

[SIGNATURES & ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

**CITY OF SUMNER
CONTRACT SIGNATURE PAGE**

Lease # _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TENANT:

LANDLORD: CITY OF SUMNER

APPROVED AS TO LEGAL FORM ONLY

Kayla Young
Owner, Shades Salon

Date

By _____
City Attorney

Date

RECOMMENDED:

Address: 902 Kincaid Ave.
Sumner, WA 98390

Mailing Address: 23523 Buckey-Toft Hwy E.
(owner) Buckley, WA 98321

By _____
Administrative Services Director

Date

APPROVED:

By _____
Mayor

Date

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

INDIVIDUAL:

Kayla Young

Tenant's SSN

[ACKNOWLEDGE APPEARS ON THE FOLLOWING PAGE]

LANDLORD'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Kathy Hayden, to me known to be the Mayor of City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

PRINTED NAME _____
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
 RESIDING AT _____
 MY COMMISSION EXPIRES _____

TENANTS' ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Kayla Young, as the individual owner of Shades Salon, who executed the within and foregoing instrument and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of themselves and their marital community.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

PRINTED NAME _____
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
 RESIDING AT _____
 MY COMMISSION EXPIRES _____

SUBJECT: Amendment to 2013 YMCA Services Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment to 2013 YMCA Services Agreement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In 2013, while the Gordon Family YMCA facility was being constructed, the City provided the YMCA with a \$5,000,000 monetary contribution. In return, the City and the YMCA entered into a 10-year Services Agreement whereby the YMCA would provide certain free community vouchers and other programs to the Sumner community. That agreement expires in May, 2023, but due to the Covid-19 Pandemic, the YMCA's ability to render services to the Sumner community was essentially halted for roughly a 2-year term. Tonight's amendment serves to extend the term of the 2013 Services Agreement by an additional 2 years, expiring in May, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Study Session July 25, 2022

MEETING/STUDY SESSION DATE: 7/25/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to execute the amendment to the 2013 YMCA Services Agreement, in a form as approved by the City Attorney.

AMENDMENT
TO THE 2013 SERVICES AGREEMENT

This AMENDMENT TO THE 2013 SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August____, 2022, by and between THE CITY OF SUMNER, WASHINGTON, a Washington municipal corporation (the “**City**” or “**Sumner**”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the “**YMCA**”). The City and YMCA are referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties.**” Except as expressly provided herein, capitalized terms in this Amendment have the meanings specified in the 2013 Services Agreement, dated as of May 07, 2013 (“2013 Services Agreement”), attached hereto.

RECITALS

- A. The Parties entered into the 2013 Services Agreement with a common goal to identify a location for development and operation of a YMCA community center within the City (“Facility”).
- B. In lieu of operating and maintaining its own community related center, the City provided the YMCA with a monetary contribution to the Facility and desired to contract with the YMCA to operate and maintain the Facility and to provide social services, recreational programming, and other services for residents of Sumner.
- C. In consideration of the monetary contribution from the City to the YMCA as more fully set forth in the 2013 Services Agreement, the YMCA is obligated to deliver the agreed services during the term of the 2013 Services Agreement.
- D. After execution of the Agreement, the YMCA experienced, and continues to experience, substantial impacts caused by the Covid-19 worldwide pandemic, which interfered with the YMCA’s ability to timely fulfil the services obligations outlined therein and caused the cost of the project to more than double due to hyperinflation. By no fault of the YMCA, many of the deadlines and services per the Agreement were not met.
- E. Parties desire to amend the term of 2013 Services Agreement as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sumner and the YMCA hereby agree as follows:

1. Article 3, Section 3.1 – Term shall be amended as follows:

Term. The term of this Agreement (“Term”) shall be extended by a period of two (2) years, commencing on the Effective Date and, unless earlier terminated pursuant to Section 3.2 of the

2013 Services Agreement shall expire December 31, 2024 or upon full and complete provision of the value of services contemplated therein, whichever is later.

2. Full Force and Effect. Except as expressly amended and modified hereby, the 2013 Services Agreement is and shall remain in full force and effect, and the terms and provisions of the 2013 Services Agreement are hereby ratified and affirmed in their entirety.

3. 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. This Amendment shall be deemed executed and delivered upon each party's delivery of executed signature pages, which signature pages may be delivered electronically or by facsimile with the same effect as delivery of the originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have examined and executed this Amendment as of the date first written above.

CITY:

City of Sumner, a Washington State
municipal corporation

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: _____
Name: Kathy Hayden
Title: Mayor

By: _____
Name: Charlie Davis
Title: CEO

Approved as to Form:

City Attorney

ATTEST:

City Clerk

RECEIVED

JUN 03 2013

CITY ATTORNEY
CITY OF SUMNER

Durham C. McCormick Jr.
Direct: (206) 676-7584
E-mail: dmccormick@gth-law.com

May 29, 2013

Mr. Bob Ecklund
YMCA Of Pierce and Kitsap Counties Association Office
1614 S Mildred Street, Suite 1
Tacoma WA 98465

Mr. Brett C. Vinson
City Attorney
City of Sumner
1104 Maple Street, Suite 242
Sumner, WA 98390

Gentlemen:

Enclosed please find an original fully executed Options Agreement and Services Agreement for your records. Do not hesitate to contact me if you have any questions.

Sincerely,



Durham C. McCormick Jr.

Enclosure

33073-00002

Reply to:
Seattle Office
600 University, Suite 2100 (206) 676-7500
Seattle, WA 98101 (206) 676-7575 (fax)

Tacoma Office
1201 Pacific Ave., Suite 2100 (253) 620-6500
Tacoma, WA 98402 (253) 620-6565 (fax)

SERVICES AGREEMENT

MADE

BY AND BETWEEN

CITY OF SUMNER

(AS SERVICE RECIPIENT)

AND

YMCA OF PIERCE AND KITSAP COUNTIES

(AS SERVICE PROVIDER)

DATED AS OF MAY 7, 2013

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- EXHIBIT A – Definitions
- EXHIBIT B – Site Description
- EXHIBIT C – Value of Services
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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**") is entered into as of May 7, 2013 (the "**Effective Date**") by and between the CITY OF SUMNER, a State of Washington municipal corporation (the "**City**" or "**Sumner**"), and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the "**YMCA**"). The City and YMCA are referred to in this Agreement individually as a "**Party**" and, collectively, as the "**Parties**". Except as expressly provided herein, capitalized terms used in this Agreement have the meanings specified in Exhibit A to this Agreement.

RECITALS

WHEREAS, the Parties have worked together for over five (5) years to identify a location for development and operation of a YMCA community center within the City.

WHEREAS, the YMCA intends to site, develop, finance, construct, own and operate an approximate 80,000-100,000 square foot community related center in the City of Sumner (the "**Facility**"). The Facility is anticipated to include a community room, track, gymnasium, aquatic center, arts center, teen center, internet café, cardiovascular and strength training areas, locker rooms, family and disabled changing rooms, multipurpose rooms, child watch and nursery area, birthday party room, and related parking (the "**Intended Amenities**").

WHEREAS, the Facility will be built on approximately 10.25 acres of real property to be acquired by the YMCA (as more particularly defined in Exhibit B to this Agreement, the "**Site**").

WHEREAS, in lieu of operating and maintaining its own community related center, the City desires to contract with the YMCA to operate and maintain the Facility and to provide social services, recreational programming and other services for residents of Sumner.

WHEREAS, in consideration of those payments from the City to the YMCA as more fully set forth herein the City shall: (a) receive, and the YMCA shall be obligated to deliver, the Services during the term of this Agreement at a price that the City has determined is the lowest possible cost consistent with sound business principles; and (b) acquire an option to purchase the Site at the times stated in, and otherwise in accordance with the terms of, the Options Agreement.

WHEREAS, the City will obtain benefits for its residents, including social services, recreational programming and other beneficial services from the transactions contemplated in this Agreement and the Options Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
SERVICES TO BE PERFORMED BY THE YMCA

1.1. Services. During the Term the YMCA shall own, operate and maintain the Facility to provide the following services to the City and its residents (collectively, the “Services”):

1.1.1. Community Membership Access. All households within the City are eligible to receive a voucher for free use of the Facility during any hours of ordinary operation once each quarter of every calendar year for the first ten (10) years of operations upon providing appropriate identification. The Parties shall jointly promote this use. Participants must adhere to YMCA policies and procedures to use the Facility.

1.1.2. Teen Late Night. Free use of the Facility every Friday or Saturday night by anyone between the ages of 14 and 20 (ages may be adjusted based on regular program evaluation). Participants must adhere to YMCA policies and procedures to use the Facility.

1.1.3. Financial Assistance. The YMCA commits to provide broad access by ensuring a minimum of ten percent (10%) of all Facility members are residents of the City receiving financial assistance.

1.1.4. Program Financial Assistance. The YMCA commits to providing community accessibility and financial assistance to Sumner residents for additional fee programs, such as summer day camp, overnight resident camp at YMCA Camp Seymour, youth sports, and arts classes.

1.1.5. Meeting Rooms. The YMCA shall make meeting rooms and other facilities available to the City at reasonable times and on reasonable advance notice for community events at no cost, subject to YMCA’s normal policies. The YMCA will use its best efforts to accommodate scheduling of these community activities to include possible use of facilities for one-time, non-recurring meetings or special events, such as town hall meetings, City Council committees, advisory boards to the City, its staff and others. Additionally, the YMCA shall make a community room available to residents of Sumner for non-commercial purposes without requiring membership or rental fees, subject to advance notice, availability and adherence to YMCA’s normal policies. The YMCA shall in good faith cooperate in the scheduling of those facilities and will in no case discriminate based on race, religion, political affiliations or sexual orientation. The YMCA shall also offer a reasonable non-member rental rate for other facilities that are available to members of the general public.

1.1.6. Annual Swim Lessons. Consistent with other comparable programs offered by the YMCA, the YMCA commits to providing annual learn-to-swim/swim safety programs for students in a single grade (i.e., all first graders) residing in Sumner, to commence within twenty-four (24) months of the date of Commercial Operation. Such program will be subject to coordination with the City of Sumner School District or provided during non-school hours.

1.1.7. Non-Member, Non-Recurring Rental Rates. The YMCA shall create a non-member party rate that would include access to the aquatic facility and associated party room as schedules permit. A non-member shall have the same access to the aquatic facility and party room rentals and pay the same fees as any regular member. Non-recurring rental is intended to

mean the rentals are not for regularly scheduled events such as practices or some other activity that takes place on a regular recurring basis. The YMCA shall provide the City with a published rental schedule for the aquatic facility and party room on an annual basis. The non-member rental rate shall be established on an annual basis.

1.1.8. Day-Use Guest Fees. The YMCA will offer day-use guest rates that allow community members full access to the Facility. Guests must adhere to all YMCA policies and procedures.

1.1.9. Parks and Recreation Program. The YMCA will work in good faith with the City to develop parks and recreation programs that are mutually beneficial to the Parties.

1.1.10. Art Space. The YMCA shall dedicate the use of space in the Facility for use by the City's Art Commission and Sumner School District for art students' display of art projects during mutually agreeable periods of time.

1.1.11. Other Services. Other services and benefits may be subsequently identified and mutually agreed upon by the Parties.

1.2. Modification. The Parties may modify in writing the Services during the Term if both Parties determine in good faith that such modifications are (a) consistent with the benefits to be conveyed hereunder to the City and its residents, and (c) not unreasonably burdensome or detrimental to either Party.

1.3. Value of Services. The Parties have determined in good faith that the value of the Services to be provided to the City and its residents is in excess of \$12,000,000. The valuations of the Services are more particularly described in Exhibit C to this Agreement.

ARTICLE 2. SITE ACQUISITION; FACILITY

2.1. YMCA to Acquire Site. The YMCA will acquire the Site by May 31, 2013, or later with an extension to closing pursuant to the real property acquisition agreements.

2.2. Zoning Changes. After acquiring the Site, the YMCA will apply for zoning text and/or map changes to accommodate construction and operation of the Facility, which shall not be considered completed until all applicable appeal periods have lapsed (the "**Zoning Changes**"). It is anticipated that the Zoning Changes will be finalized by August 31, 2013, however, these might not be finalized until a later date.

2.3. Feasibility Site Work. After acquiring the Site, the YMCA will conduct good faith due diligence to determine whether construction of the Facility is practicable, including critical area analysis, soil testing or utility constraints (the "**Feasibility Site Work**"). It is anticipated that the Feasibility Site Work will be completed by August 31, 2013, however, these might not be completed until a later date.

2.4. Construction Financing. After the Zoning Changes and the Feasibility Site Work are completed, the YMCA will seek Construction Financing. It is anticipated that Construction

Financing will be secured by December 15, 2014, however, this might not be completed until a later date.

2.5. Commercial Operation. After securing Construction Financing, the YMCA will proceed with construction of the Facility consistent with the Intended Amenities. It is anticipated that Commercial Operation will be achieved by December 15, 2015, however, this might not be completed until a later date.

2.6. Reports During Feasibility Period. The YMCA will provide the City with updates and other reasonable information during the period for Feasibility Site Work and Zoning Changes set forth above.

2.7. Operational Covenant. The YMCA hereby covenants to the City that during the Term the Facility will be operated in accordance with all YMCA policies applicable to other YMCA centers in the Pierce County area and provide all normal social services and recreational and other services to the same level generally provided by other YMCA centers of comparable size in Pierce County, Washington.

2.8. Community Benefit Reports. The YMCA hereby covenants to the City that during the Term, but only after the date of Commercial Operation, the YMCA will deliver to the City at least annually, but more frequently upon request by the City (no more frequently than each quarter), a community benefit report regarding operation of the Facility that includes, at a minimum:

- (a) attendance and dollar amount of non-member rentals, and value of donated facility space;
- (b) attendance and financial subsidy value at teen late night events;
- (c) the dollar amount and number of YMCA members receiving financial assistance and program subsidy;
- (d) joint special events and other collaborations with the City, including a narrative of the event or events, the date, time and attendance;
- (e) learn-to-swim/swim safety program participation and financial subsidy value; and
- (f) city resident guest pass vouchers redeemed.

2.9. Costs. Notwithstanding anything to the contrary herein, the YMCA will be responsible for all costs associated with acquiring the Site, Zoning Changes, Feasibility Site Work, Construction Financing and the construction, development and operation of the Facility.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.2, shall expire on the tenth (10th) anniversary of the date of Commercial Operation (the “Term”).

3.2. Early Termination. Subject to applicable extensions and Cure Rights as set forth herein, this Agreement will terminate earlier upon the occurrence of any of the following events (in each case, “Early Termination”).

3.2.1. Site Acquisition. In the event the YMCA is unable to acquire the Site by June 30, 2013 (subject to permitted extensions to closing pursuant to the applicable real property acquisition agreements), or is unable to acquire necessary portions of the Site to reasonably construct the Facility, for any reason. Early Termination under this Section 3.2.1 will terminate this Agreement with no liability to any Party; provided, that, the Options Agreement will allow the YMCA to sell or the City to acquire the portions of the Site purchased by the YMCA and otherwise in accordance with the terms thereof.

3.2.2. Site Feasibility. In the event the YMCA determines on or before August 31, 2013, and after good faith due diligence, that the Feasibility Site Work reveals construction of the Facility is not practicable because of conditions not reasonably anticipated at the time of acquisition such as critical areas, soil conditions or utility constraints. Early Termination under this Section 3.2.2 will terminate this Agreement with no liability to any Party; provided, that, the Options Agreement will allow the YMCA to sell or the City to acquire the portions of the Site purchased by the YMCA and otherwise in accordance with the terms thereof.

3.2.3. Zoning Changes. In the event the Zoning Changes are not completed by August 31, 2013. Early Termination under this Section 3.2.3 will terminate this Agreement with no liability to any Party; provided, that, the Options Agreement will allow the YMCA to sell or the City to acquire the portions of the Site purchased by the YMCA and otherwise in accordance with the terms thereof.

3.2.4. Construction Financing. In the event the YMCA is unable to secure Construction Financing by December 15, 2014. Early Termination under this Section 3.2.4 will terminate this Agreement with no liability to any Party; provided, that, the Options Agreement will allow the City to acquire the portions of the Site purchased by the YMCA and otherwise in accordance with the terms thereof.

3.2.5. Certificate of Occupancy; Intended Amenities. In the event the Facility does not achieve Commercial Operation by December 15, 2015 or the completed Facility materially differs in functionality from the Intended Amenities. Early Termination under this Section 3.2.5 will terminate this Agreement with no liability to any Party; provided, that, the Options Agreement will allow the City to acquire the portions of the Site purchased by the YMCA and all improvements thereon, and otherwise in accordance with the terms of the Options Agreement.

3.3. Extensions. The YMCA may request, and the City will provide, reasonable extensions to the Early Termination dates set forth above, so long as the YMCA is proceeding with

acquisition, development, financing or construction in good faith or delays are outside of its control.

3.4. Notice and Cure Period. Prior to any Early Termination becoming effective, the City shall deliver written notice of an Early Termination event to the YMCA and the YMCA shall have thirty (30) days to cure such failure; provided, that, if the initial cure period is not reasonably sufficient to permit a cure of such failure, and the YMCA shall have diligently commenced to cure such failure within the initial cure period and shall thereafter proceed with reasonable diligence to cure such failure, then the YMCA shall have a reasonable additional period of time (but in no event longer than an additional sixty (60) days from the end of the initial cure period) to remedy or cure such failure.

ARTICLE 4. PAYMENT FOR SERVICES

4.1. Payments to the YMCA. In consideration for the Services provided to the City and its residents hereunder, and other benefits, rights and privileges received by the City hereunder and pursuant to the Options Agreement, the City shall make the following payments to the YMCA:

- (a) the City will pay the YMCA \$1,000,000 within ten (10) days of completion of both the Feasibility Site Work and the Zoning Changes (anticipated August 31, 2013);
- (b) the City will pay the YMCA \$2,500,000 less any amounts paid under (a) above on or before December 15, 2013; and
- (c) the City will make five \$500,000 payments no later than the fifteenth (15th) day of December each calendar year for the five-year period following the date of Commercial Operation.

4.2. Acceleration of Payments. All payments to the YMCA will be accelerated in the event the City sells its Sumner Meadows Golf Course, so long as the City determines, in good faith, that it has sufficient proceeds from such sale to pay the YMCA without jeopardizing other City programs and such payments are in accordance with State Law.

4.3. Payment Dates. If any payment due date required under this Agreement falls on a holiday or weekend then such payment is due on or before the Business Day immediately prior to such holiday or weekend.

ARTICLE 5. FORCE MAJEURE

5.1. Excuse From Performance. In the event that a Party is prevented or delayed, directly or indirectly, from the performance of any of its respective obligations hereunder by a Force Majeure Event, then: (a) such Party (the “**Affected Party**”) shall be excused from the performance of such obligations for so long as, and to the extent that, the Force Majeure Event prevents or delays such performance; (b) such failure shall not be deemed to be a breach or default of this Agreement or a violation of any of the Affected Party’s covenants herein; and

(c) the time within which or by which the Affected Party is required to perform any such obligation under this Agreement shall be extended by a period of time equal to the period of delay arising from such Force Majeure Event.

5.2. Definition of Force Majeure Event.

5.2.1. "Force Majeure Event" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that temporarily delays or prevents performance by the Affected Party of any of its respective obligations under this Agreement, but only to the extent that and for so long as: (a) the event or circumstance is beyond the reasonable control of the Affected Party; (b) despite the exercise of reasonable diligence, the event or circumstance cannot be prevented, avoided or stopped by the Affected Party; and (c) the Affected Party has taken all reasonable measures to avoid the effect of the event or circumstance on the Affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event or circumstance.

5.2.2. Force Majeure Events include the following, to the extent the requirements set forth in Section 5.2.1 are satisfied: (a) acts of God of any and all kind, including volcanic eruption, landslide, earthquake, flood, lightning, tornado or other unusually severe storm or environmental conditions, perils of the sea, fire or any other acts of nature or natural disaster; (b) accidents, damage or loss of any and all kind, including explosions, epidemics, quarantine or criminal or terrorist acts; (c) acts or omissions of any Governmental Authority of any and all kind (other than, in the case of the City's claim for Force Majeure event, the City's act or omission or change in Applicable Law), including any form of compulsory government acquisition or condemnation of all or part of the Facility or Site, change in Applicable Law and any Governmental Agency restriction, priority or action of any and all kinds; (d) strike or labor disturbances or difficulties of any and all kind, including labor or material shortage; (e) an act or omission of any person of any and all kind, other than such Party, including breach of contract or failure of performance by any person providing equipment or services to the YMCA to acquire the Site, or develop, construct or operate the Facility as contemplated herein; and (f) act of war (whether declared or undeclared), acts of public enemies, armed conflicts, act of foreign enemy, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), riot, civil commotion, blockade, insurrection, civil disturbance, revolution or sabotage.

5.2.3. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform or changes in the Affected Party's cost of performing its obligations hereunder shall in no event be considered or constitute a Force Majeure Event.

5.2.4. Suspension of any obligation as a result of a Force Majeure Event shall not affect any rights or obligations which may have accrued prior to such suspension or, if the Force Majeure Event affects only some rights and obligations of the Affected Party, any other rights or obligations of the Affected Party.

5.3. Obligations Following Occurrence of Force Majeure Event. Following the occurrence of a Force Majeure Event, the Affected Party shall:

5.3.1. provide prompt notice to the other Party of the Force Majeure Event, giving an estimate of its expected duration and the probable impact on the performance by the Affected Party of its obligations hereunder;

5.3.2. exercise all reasonable efforts to continue to perform its obligations hereunder;

5.3.3. expeditiously act to correct or cure the Force Majeure Event to the extent such action is within the power of the Affected Party;

5.3.4. exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and

5.3.5. provide prompt notice to the other Party of the cessation of the Force Majeure Event and the resumption by the Affected Party of the performance of its obligations hereunder.

ARTICLE 6. DEFAULTS AND REMEDIES

6.1. Events of Default. A Party shall be in default under this Agreement if any of the following events occur (each of the following events to be referred to as an “**Event of Default**,” the Party in default to be referred to as the “**Defaulting Party**” and each of the Parties not in default to be referred to as a “**Non-Defaulting Party**”):

6.1.1. The YMCA materially fails to provide the Services after Commercial Operation;

6.1.2. A Party fails to make any payment required to be made under this Agreement when due, where such failure shall have continued for fifteen (15) days after the due date; or

6.1.3. A Party has materially breached its representations and warranties as set forth herein.

6.2. Notice and Cure Period. Except for any payment default described in Section 6.1.2, prior to any Event of Default becoming effective, the Non-Defaulting Party shall deliver written notice of the Event of Default to the Defaulting Party and the Defaulting Party shall have thirty (30) days to cure such failure; provided, that, if the initial cure period is not reasonably sufficient to permit a cure of such failure, and the Defaulting Party shall have diligently commenced to cure such failure within the initial cure period and shall thereafter proceed with reasonable diligence to cure such failure, then the Defaulting Party shall have a reasonable additional period of time (but in no event longer than an additional sixty (60) days from the end of the initial cure period) to remedy or cure such failure.

6.3. Rights and Remedies Upon Uncured Event of Default.

6.3.1. Generally. Upon the occurrence and during the continuance of any Event of Default that remains uncured upon the expiration of the applicable cure period, the Non-Defaulting Party shall be entitled to: (a) terminate this Agreement upon written notice to the

Defaulting Party; or (b) exercise each and every other right or remedy against the Defaulting Party available with respect to such Event of Default under this Agreement, at law or in equity. The Non-Defaulting Party may, in its discretion, exercise any available remedies in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions of this Agreement; provided, that, the concurrent or cumulative exercise of remedies shall not result in duplication of recovery.

6.3.2. Liquidated Damages. The Parties acknowledge and agree that because of the unique nature of the Services and the unavailability of substitute services, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by the City as a result of the YMCA's failure to perform the Services after Commercial Operation. Therefore, upon an Event of Default pursuant to Section 6.1.1 (subject to applicable notices and cure periods), the YMCA shall pay to the City, as liquidated and agreed damages, an amount equal to the sum of all money paid by the City to the YMCA for Services hereunder through the date of termination reduced by the value of Services provided by the YMCA through the date of termination. It is understood and agreed by the Parties that (i) the City may be damaged by failure of the YMCA to satisfy its obligation to perform the Services, (ii) if the City is damaged, it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, (iii) any sums which may be payable by the YMCA under this Section 6.3.2 are in the nature of liquidated damages, and not a penalty, and (iv) such payments represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages and remedies with respect to any such failure by the YMCA. Once payment of the full amount of liquidated damages due and owing by the YMCA under this Agreement has been made, the YMCA shall be relieved of any further liability in respect of any failure to perform or complete the Services for which liquidated damages constitute the agreed-upon remedy.

6.4. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary: (a) the Parties shall only be liable for direct damages suffered by the other Party as a result of a breach or default of this Agreement by the Defaulting Party; and (b) no Party shall be liable to the other Party or for any Consequential Loss resulting from any breach or Event of Default by the Defaulting Party.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties. As of the Effective Date each Party represents and warrants to the other Party that, as to itself, each of the following statements is true and accurate as it applies to the Party making such representation and warranty.

7.1.1. Such Party is duly organized and validly existing under the laws of the State of Washington, and has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such authority has been duly authorized by all necessary action of such Party.

7.1.2. This Agreement constitutes the legal, valid and binding obligation of such Party and is enforceable against it in accordance with its respective terms, except as such enforcement

may be limited by any bankruptcy, insolvency, moratorium or similar law or by general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

7.1.3. The execution or delivery of this Agreement by such Party does not, and the performance by it of its obligations under this Agreement and the transactions contemplated hereby will not:

- (a) result in a violation or breach of any Applicable Law to such Party or conflict with any provision of the organizational or governance documents of such Party;
- (b) conflict with any provision of any agreement to which it is a party or by which it is bound and which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement; and
- (c) contravene any provision of, or be an event that is (or with the giving of notice or the passage of time or both will result in) a contravention, breach or default of or under, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation of such Party under any security interest, agreement, instrument, order, arbitration award, judgment, injunction or decree to which such Party is a party or by which it is bound and which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement.

7.1.4. There are no claims to such Party's knowledge (whether instituted by such Party or sought against such Party) which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement. There is no outstanding order, writ, injunction, decree, judgment or award by any arbitration panel or Governmental Authority against or affecting such Party which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Notices. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given and received when either (a) delivered personally (deemed received at time of delivery), (b) sent by facsimile communication to the last known fax number of the addressee (deemed received at the time of transmittal if delivered prior to close of a Business Day, or if not so received, on the next following Business Day), (c) sent by nationally-recognized overnight courier or delivery service to the last known physical address of the addressee with conformation receipt (deemed delivered one day following placement with overnight carrier), or (d) sent by registered mail, return delivery receipt requested, to the last known physical address of the addressee (deemed delivered per date of return delivery receipt); provided, however, that any notice, demand, request or other communication made or delivered in connection with an alleged

breach or default under this Agreement (including an Event of Default) may not be delivered by facsimile communication.

8.2. Severability. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event any such provision of this Agreement is so held invalid, the Parties shall, within seven (7) Days of such holding, commence to renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

8.3. No Assignment. No Party will assign or otherwise transfer this Agreement or its rights and obligations hereunder without the other Party's written consent. Any attempt to do so is void.

8.4. Amendment. Except as provided herein, no amendment or variation of the provisions of this Agreement shall be binding upon the Parties hereto unless evidenced in a writing which indicates that such writing is intended to amend the terms of this Agreement and is signed by duly authorized officers or representatives of each Party.

8.5. Alternative Dispute Resolution. If a dispute arises from or relates to this Agreement, or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement, or breach thereof, shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

8.6. Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from a Party's performance of this Agreement, each Party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit each Party's right to indemnification under Section 8.18 of this Agreement.

8.7. No Waiver. No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or

default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver on the part of either Party of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

8.8. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties and shall not create a third-party beneficiary relationship with, or cause of action in favor of, any third-party.

8.9. Headings, Captions. All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning, content or scope of this Agreement.

8.10. Construction Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "herein," "hereunder" and "hereof" refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated. References to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto and includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be. The word "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly. References to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or").

8.11. Relationship Between Parties. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, franchise or partnership between the Parties or to impose any such obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, act as or be an agent or representative of, or otherwise to bind any other Party.

8.12. Negotiation of Agreement. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel. Accordingly, this Agreement shall be deemed to be the product of each Party, and there shall be no presumption that an ambiguity should be construed in favor of or against a Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

8.13. Entire Agreement. This Agreement, together with the Options Agreement, constitute the entire agreement of the Parties in connection with the matters related to the sale and purchase of the Services, and all previous agreements, understandings and negotiations (whether written or oral) on those subject matters are hereby superseded and shall have no further force or effect

after the Effective Date. The exhibits attached to this Agreement are hereby incorporated into and form a part of this Agreement.

8.14. Counterparts. This Agreement may be executed in one or more counterparts and the counterparts taken together shall constitute one and the same Agreement. An executed copy of this Agreement may be delivered by facsimile or other means of electronic transmission pursuant to which the signature can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

8.15. No Other Representations or Warranties. Each Party acknowledges that in entering into this Agreement it has not relied on any representations or warranties about its subject matter except for the representations and warranties as expressly provided in this Agreement.

8.16. Survival of Rights and Obligations. Upon the expiration or termination of this Agreement, this Agreement shall have no further force and effect, except that any rights and remedies that have arisen or accrued to a Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination, shall in each case survive expiration or termination unless this Agreement expressly states otherwise. The terms of this Agreement shall survive in full force and effect the expiration or termination of this Agreement only to the extent necessary to enable a Party to exercise any of its accrued rights, remedies and obligations, and this Section 8.16 shall survive in full force and effect the expiration or termination of this Agreement.

8.17. Decision Making by Parties. Except where this Agreement expressly provides for a different standard and further excepting all permit related decisions and approvals, whenever this Agreement provides for a determination, decision, permission, consent or approval of a Party, the Party shall make such determination, decision, grant or withholding of permission, consent or approval in a commercially reasonable manner and without unreasonable delay. Any denial of an approval, permission, decision, determination or consent required to be made in a commercially reasonable manner shall include in reasonable detail the reason for such denial or aspect of the request that was not acceptable.

8.18. Indemnification. To the extent permitted by Applicable Law, each Party shall defend, indemnify and hold the other Party, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with its performance of this Agreement, except for that portion of the injuries and damages caused by the other Party's negligence.

- (a) The City's inspection or acceptance of any of YMCA's work when completed shall not be grounds to avoid any of these covenants of indemnification.
- (b) Notwithstanding anything to the contrary in this Agreement and to the extent permitted by Applicable Law, the Parties agree that if the provisions of RCW Section 4.24.115, as applicable, are deemed to apply to this Agreement, then (a) in no event shall a Party be obligated to indemnify the other Party for claims or damages arising out of bodily injury to persons or damage to property resulting from the sole negligence of the other Party (including its officers, officials,

employees, agents and volunteers), and (b) in the event indemnification is sought for claims or damages arising out of bodily injury to persons or damage to property resulting from the concurrent negligence of the Parties (including their officers, officials, employees, agents and volunteers) then each Party hereby agrees to indemnify the other Party for such damages only to the extent of its negligence (including the negligence of its officers, officials, employees, agents and volunteers).

- (c) IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW THE INDEMNIFICATIONS PROVIDED HEREIN CONSTITUTES THE PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
- (d) The provisions of this Section 8.18 shall survive the expiration or termination of this Agreement.

8.19. Employment Eligibility Requirements (E-Verify). The Parties acknowledge this Agreement is exempt from "E-Verify" as set forth in Sumner Municipal Code Chapter 3.30.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

CITY:

CITY OF SUMNER, a Washington State
municipal corporation

By: 
Name: _____
Title: _____

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: _____
Name: _____
Title: _____

Approved as to form:


City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

CITY:

CITY OF SUMNER, a Washington State
municipal corporation

By: _____
Name: _____
Title: _____

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: Robert K. Ecklund
Name: Robert K. Ecklund
Title: President and CEO

EXHIBIT A

DEFINITIONS

“Affected Party” has the meaning given in Section 5.1 of this Agreement.

“Agreement” has the meaning given in the introductory paragraph of this Agreement.

“Applicable Law” means all: (a) constitutions, statutes, laws, by-laws, rules, judgments, orders, decrees, Permits, codes, standards, concessions, regulations, guidelines, directions, policies or governmental restrictions in effect from time to time and made or issued by any Governmental Authority (including any of the foregoing pertaining to zoning or land use restrictions, environmental protection, pollution or sanitation); and (b) any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing set forth in clause (a) by any Governmental Authority, in each case having the effect or force of law.

“Business Day” means any day other than a Saturday, Sunday or a day on which commercial banks are not required or permitted to be closed in Seattle, Washington. Additionally, a Business Day is a reference to a period of time ending at 5:00 p.m. Tacoma time on the same Business Day.

“Certificate of Occupancy” means a certificate of occupancy issued under Applicable Law by the applicable Governmental Authority for the Facility.

“City” has the meaning given in the introductory paragraph of this Agreement.

“Commercial Operation” means the date the YMCA opens the Facility for its intended purposes after receiving the Certificate of Occupancy.

“Consequential Loss” means all punitive, special, exemplary, incidental, indirect or consequential damages, including damages for loss of profits, loss of use of revenue, or losses by reason of cost of capital, regardless of whether the loss results or arises from a claim based on contract, warranty, tort (whether negligence, strict liability or otherwise), statutory or regulatory noncompliance or any other legal or equitable principle.

“Construction Financing” means a binding loan from a third-party lender for construction of the Facility, including any financing agreement, promissory note, bond indenture or indenture of trust, and any modification, replacement or refinancing thereof.

“Defaulting Party” has the meaning given in Section 6.1 of this Agreement.

“Early Termination” has the meaning given in Section 3.2 of this Agreement.

“Effective Date” has the meaning given in the introductory paragraph of this Agreement.

“Event of Default” has the meaning given in Section 6.1 of this Agreement.

“Governmental Authority” means any federal, provincial, state, county, municipal or local government and any political subdivision thereof, or any other governmental, quasi-governmental, executive, legislative, administrative, regulatory, judicial, public or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental authority.

“Facility” has the meaning given in the recital paragraphs of this Agreement.

“Feasibility Site Work” has the meaning given in Section 2.3 of this Agreement.

“Force Majeure Event” has the meaning given in Section 5.2.1 of this Agreement.

“Intended Amenities” has the meanings given in the recital paragraphs of this Agreement.

“Non-Defaulting Party” has the meaning given in Section 6.1 of this Agreement.

“Party” and **“Parties”** have the meanings given in the introductory paragraph of this Agreement.

“Permits” means, collectively, any approvals, licenses, permits, authorizations, consents, franchises, rulings, certifications, exemptions, filings, variances, orders, judgments, decrees, publications, notices to, declarations of or registrations with any Governmental Authority under any provision of any Applicable Law, and which may be granted, provided or otherwise applicable to the Facility, the Site or the Parties.

“Options Agreement” means that certain Options Agreement by and among the YMCA and the City of even date hereof.

“Services” has the meaning given in Section 1.1 of this Agreement.

“Site” has the meaning given in the recital paragraphs of this Agreement and as more particularly described in Exhibit B attached to this Agreement. The Site may be modified by the YMCA to accommodate (a) disposition of any portion of the Site the YMCA deems in good faith to not be necessary for the construction of the Facility, or (b) acquisition of adjacent parcels the YMCA determines in good faith to be useful for development of the Site and the Facility. The term “Site” shall include any dispositions or acquisitions as described above.

“Sumner” has the meaning given in the introductory paragraph of this Agreement.

“Term” has the meaning given in Section 3.1 of this Agreement.

“YMCA” has the meaning given in the introductory paragraph of this Agreement.

“Zoning Changes” has the meaning given in Section 2.2 of this Agreement.

EXHIBIT B

SITE DESCRIPTION

The Site is approximately ten (10) acres of contiguous real property all located in the City of Sumner, Pierce County, Washington and legally described as follows:

PARCEL 1: *Enzo Construction and Ruzisha (6221 160th Ave E, Sumner, WA):*

Portion of the southwest quarter of the southeast quarter of Section 19, Township 20 North, Range 5 East, W.M., in Pierce County, Washington, described as follows:

Beginning at a point 330 feet north and 660 feet east of the southwest corner of said subdivision;
Thence north 78 feet;
Thence east 150 feet;
Thence south 78 feet;
Thence west 150 feet to the point of beginning;
EXCEPT Sumner-Buckley Highway.

PARCEL 2: *Enzo Construction and Lemay Investments (16105 64th Street E, Sumner, WA):*

Tract 6: 16105 – 64th Street E., Sumner

The west 163 feet of the east 295 feet of that portion of the south half of the southeast quarter of Section 19, Township 20 North, Range 5, E. W.M., described as follows: Beginning at a point 1324.5 feet west of a stone monument at the southeast corner of the southeast quarter of said section, running thence north 330 feet; thence west 660 feet, thence south 330 feet, thence east 660 feet to point of beginning, in Pierce County, Washington, except Sumner Buckley Highway (Mead McCumber County Road).

PARCEL 3: *Enzo Construction and Goodchild (6315 160th Ave E, Sumner, WA):*

A portion of the south half of the southeast quarter of Section 19, Township 20 North, Range 5 east, W.M., more particularly described as follows:

Beginning at a point 1837.5 feet west of the stone monument at the southeast corner of the southeast quarter of said section; thence north 200 feet; thence west 147 feet; thence south 200 feet; thence east 147 feet to the point of beginning; Pierce County, Washington.

Except Sumner-Buckley Highway (primary State Highway No. 5) (160th Avenue East) and except Mead McCumber Co. Road (64th Street East)

Commonly known as 6315 160th Avenue East, Sumner, WA 98390.

PARCEL 4: *Enzo Construction and Nelson (6307 160th Ave E, Sumner, WA):*

A portion of the south half of the southeast quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 1837.5 feet west of a stone monument at the Southeast corner of the Southeast quarter of said section; thence North 200 feet to the true point of beginning; thence North 130 feet; thence West 147 feet; thence South 130 feet; thence East 147 feet to the true point of beginning.

Except Roads.

Situate in the City of Sumner, County of Pierce, State of Washington.

PARCEL 5: *Enzo Construction and Bebbler, Maddux, Tague (16121 64th Ave St E, Sumner, WA):*

Section 19 Township 20 Range 05 Quarter 43 Beg SE Cor of SW of SE then N 230 ft then W 132 ft then S 330 ft then E 132 ft to Beg. Exc. Rd.

Section 19 Township 20 Range 05 Quarter 43; Beg 330 ft N of SE Cor of SW of SE W 132 ft. then N 165 ft then E 132 ft then S 165 ft to Beg.

Assessor's Property Tax Parcel: 0520194004 and 0520194018

PARCEL 6: *Enzo Construction and Snekvik (6211 160th Ave E, Sumner, WA):*

Parcel A:

Beginning at a brass monument marking the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 20 North, Range 5 East, Willamette Meridian, in Pierce County, Washington; thence South 662.75 feet along the West line of said subdivision;

Thence East parallel with the North line of said subdivision to the center line of 160th Avenue East and the true point of beginning for this description; thence continuing East along said parallel line 150.35 feet;

Thence South parallel with the East line of said subdivision to a point on a line parallel to and 495.00 feet North of the South line of said subdivision;

Thence West parallel with the South line of said subdivision to the center line of 160th Avenue East;

Thence North along said center line to the point of beginning.

Except the West 20 feet for 160th Avenue East.

Situate in the City of Sumner, County of Pierce, State of Washington.

Subject to all conditions, covenants, restrictions, reservations, easements and agreements of record. Parcel No. 052019-4-089

Parcel B:

Commencing at a point 827.75 ft So. and 660 ft. E of the NW corner of the South half of the southeast quarter of Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington; Being the Southwest corner of property conveyed to Walter W. McNamara and Gretta M. McNamara, husband and wife, by deed recorded August 8, 1955, under Pierce County Auditor's Fee No. 1729516; thence East, along the South lines of said property, 150 feet to the true point of beginning; thence continuing East along said South line 378 feet; thence South 165 feet; thence West 378 feet; thence North 165 feet to the true point of beginning and

Parcel C:

Beginning at a point 1619.5 ft W. of the stone monument at the SE corner of the Southeast quarter of Section 19, Twn 20 North, R 5 East of the W.M., in Pierce County, Washington, thence North 330 ft; thence West 218 ft; thence South 330 ft; thence East 218 feet to the true point of beginning, (said tract being a part of Tract 5, Bonney Garden Tract, according to the unrecorded plat thereof), except road.

Subject to all conditions, covenants, restrictions, reservations, easements and agreements of record.

Parcel Nos. 052019-4-088, 052019-4-090

PARCEL 7: Inuzzi

Commencing at a point 408 feet north and 660 feet east of the southwest corner of the south half of the southeast quarter of section 19, township 20, north range 5 east, W.M., in Pierce County, Washington; thence North 87 feet to the southwest corner of a tract of land conveyed to Walter W. McNamara and Gretta M. McNamara, husband and wife, by deed recorded August 8, 1955 under recording no. 1729516; thence east along the south line of said tract 150 feet; thence south parallel with the west line of said tract 87 feet to a said point east of point of beginning; thence west 150 feet to point of beginning; except Sumner Buckley highway (160th Avenue East); situate in the County of Pierce, State of Washington.

Tax Parcel no. 0520194055

EXHIBIT C

VALUE OF SERVICES

The value of the Service to be performed by the YMCA for the benefit of the City and its residents pursuant to the Agreement are determined by the Parties in good faith to be in excess of \$12,000,000 and set forth below:

Description	Value (Period)	Value (Annual)	Value (10 Yr. Term)
1.1.1 <i>Community Membership Access. ~ 3,980 (2010 Census)</i>	\$99,500 (quarter)	\$398,000	\$3,980,000
1.1.2 <i>Teen Late Night.</i>	\$6,000 (night)	\$312,000	\$3,120,000
1.1.3 <i>Financial Assistance.</i>	\$34,000 (month)	\$408,000	\$4,080,000
1.1.4 <i>Program Financial Assistance.</i>	\$833 (month)	\$10,000	\$100,000
1.1.5 <i>Meeting Rooms.</i>	included in 1.1.7	-----	-----
1.1.6 <i>Annual Swim Lessons.</i>	\$6,000 (annual)	\$6,000	\$60,000
1.1.7 <i>Non-Member, Non-Recurring Rental Rates.</i>	\$1,700 (month)	\$20,400	\$204,000
1.1.8 <i>Day-Use Guest Fees.</i>	included elsewhere	-----	-----
1.1.9 <i>Parks and Recreation Program.</i>	TDB	-----	-----
1.1.10 <i>Art Space.</i>	\$52,000 (annual)	\$52,000	\$520,000
	TOTALS:	\$1,206,400	\$12,064,000

SUBJECT: Amendment to 2019 YMCA Services Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment to 2019 YMCA Services Agreement with Exhibits
-

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In 2019, the City of Sumner conveyed to the YMCA a vacant parcel of land immediately north of the current YMCA facility for development into additional outdoor recreational fields to benefit the Sumner community. In exchange for that land, the City of Sumner entered into a Services Agreements with the Gordon Family YMCA to ensure that the Sumner community was being provided with services and YMCA access in exchange for the value of the raw land - \$700,000. Due to the Covid-19 pandemic, many of the contemplated services were unable to be provided for a nearly 2-year term, requiring the term of the agreements to be extended. Additionally, the YMCA's intended expansion project experienced substantial delays and cost increases caused by the pandemic, so the service agreements requires appropriate amendments to ensure the City is receiving full and fair value for the monetary contribution and land it provided to the YMCA. In addition to the YMCA paying \$250,000 up front, the services being provided by the YMCA through 2024 are: quarterly free family vouchers, free morning shower and toiletry access for the homeless/impoverished community members, senior membership vouchers, Buena Vida program for refugees and native English speakers, and coordination and management of the Bill Heath sports complex. This item amends the 2019 Services Agreement accordingly.

COUNCIL COMMITTEE/STUDY SESSION: July 25, 2022
--

MEETING/STUDY SESSION DATE: 7/25/2022

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to execute an amendment to the 2019 Services Agreement with the YMCA in a form as approved by the City Attorney.

FIRST AMENDMENT TO SERVICES AGREEMENT

This FIRST AMENDMENT TO SERVICES AGREEMENT (the “Amendment”) is made and entered into as of August____, 2022, by and between THE CITY OF SUMNER, WASHINGTON, a Washington municipal corporation (“Sumner”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the “YMCA”). Except as expressly provided herein, capitalized terms in this Amendment have the meanings specified in the Services Agreement, dated as of December 23, 2019 (“Vacant Property Services Agreement”), attached hereto as Exhibit A

RECITALS

A. Buyer and Seller entered into the Vacant Property Services Agreement in connection with the conveyance by Sumner to the YMCA of certain real Property more particularly described on Exhibit B, therein for purposes of expansion of the existing Sumner Gordon Family YMCA community center with a new Recreational Facility and outlining associated YMCA services for the Sumner community.

B. After execution of the Vacant Property Services Agreement, the YMCA experienced, and continues to experience, substantial impacts caused by the Covid-19 worldwide pandemic, which interfered with the YMCA’s ability to timely fulfil the services obligations outlined therein and caused the cost of the project to more than double due to hyperinflation. By no fault of the YMCA, many of the deadlines associated with the expansion of the Recreational Facility were not met.

C. Buyer and Seller desire to amend the Vacant Property Services Agreement as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sumner and the YMCA hereby agree as follows:

1. Article 1, Section 1.2 – The Recreational Development is hereby amended as follows:

The Recreational Development. The Recreational Development of the Intended Amenities is contemplated to be completed in three phases. The first phase (“**Phase I**”) is generally described as follows: Design/Engineering, Permitting and Wetland studies. The second phase (“**Phase II**”) is generally described as follows: Civil work such as storm, utilities, the construction of the east parking lot, the drive extensions, and all required landscaping. The third and final phase (“**Phase III**”) is generally described as follows: outdoor turf field(s), lighting, restroom facilities, outdoor shelter, speed bump crossings and furniture, fixtures and equipment installations. The estimated value of the Phase III work is an additional \$1.5 Million. The YMCA shall keep the City apprised of any revisions to the anticipated Phase I, II and III timelines as required by section 2.3 of the Vacant Property Services Agreement.

2. Article 1, Section 1.2.1 is hereby amended as follows:

1.2.1 Community Services. The YMCA will provide certain community services intended to exceed the value of the Property conveyed to it by the City, the description and term of each service and the value thereof is described in the attached **Exhibit C**, incorporated herein and made a part hereof.

3. Article 2., Section 2.2 – Construction Completion is hereby amended as follows:

Construction Completion. Beginning on the Effective Date, the YMCA will proceed with construction of the Recreational Facility consistent with the above outlined phasing and incorporating the Intended Amenities diligently and in good faith through final inspection and Certificate of Occupancy.

2.2.1 Monetary Payment and Reduction in Letter of Credit. Within forty-five days (45) of execution of this amendment, the YMCA shall remit to the City a check or money wire in the amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) as payment towards the value of the Property. The YMCA may thereafter reduce its required Letter of Credit by the same amount, to cover the remaining outstanding balance of \$450,000.00.

4. Article 3, Section 3.1 – Term shall be amended as follows:

Term. The term of this Agreement (“Term”) shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.2 of the Vacant Property Services Agreement, shall expire December 31, 2024 or upon full satisfaction of Agreed Value and Services contemplated herein.

5. The following section shall be added:

True-up or Automatic Term Extension. In the event that the YMCA does not render the intended value of any service described in Exhibit C during the Term, the Term shall be automatically extended until the City has received all the intended services and full value for the Property. At the YMCA’s discretion, at the end of the Term, the YMCA shall have the option to remit to the City a check or money wire for the outstanding balance of any services not rendered during the Term, and upon receipt of the balance, this agreement shall be considered satisfied in full and the Term of any service not fully rendered shall not be extended. Nothing herein is intended to modify the City’s right to recover on the YMCA’s Letter of Credit pursuant to the Vacant Property Services Agreement in the event the YMCA fails to deliver the full value of any agreed upon service outlined in Exhibit C.

6. Exhibit C to the Vacant Property Services Agreement shall be replaced with the Amended Exhibit C attached hereto.

7. Full Force and Effect. Except as expressly amended and modified hereby, the Vacant Properties Services Agreement is and shall remain in full force and effect, and the terms and

provisions of the Vacant Properties Services Agreement are hereby ratified and affirmed in their entirety.

8. 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. This Amendment shall be deemed executed and delivered upon each party's delivery of executed signature pages, which signature pages may be delivered electronically or by facsimile with the same effect as delivery of the originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have examined and executed this Amendment as of the date first written above.

CITY:

City of Sumner, a Washington State
municipal corporation

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: _____
Name: Kathy Hayden
Title: Mayor

By: _____
Name: Charlie Davis
Title: CEO

Approved as to Form:

City Attorney

ATTEST:

City Clerk

EXHIBIT A
2019 VACANT PROPERTY SERVICES AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”) is entered into as of Dec. 23, 2019 (the “**Effective Date**”) by and between the CITY OF SUMNER, a State of Washington municipal corporation (the “**City**” or “**Sumner**”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the “**YMCA**”). The City and YMCA are referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties**”. Except as expressly provided herein, capitalized terms used in this Agreement have the meanings specified in Exhibit A to this Agreement.

RECITALS

WHEREAS, the Parties have worked together to identify a location (the “**Property**”) for expansion of the existing Gordon Family YMCA community center (the “**Main Facility**”) including the development and operation of additional recreational facilities (the “**Recreational Facility**”) upon the Property which is located directly adjacent to the Main Facility for certain community and recreational programs that complement existing community offerings at the Main Facility and support the goals and objectives of the City’s Parks plan, and to help improve the quality of life for all local residents within the City; and

WHEREAS, in lieu of operating and maintaining its own community related recreational center, the City desires to contract with the YMCA to construct, operate and maintain the Recreational Facility and to provide recreational programming and other community services to the residents of the City of Sumner; and

WHEREAS, the YMCA intends to site, develop, finance, construct, own and operate new outdoor play fields, a new “East” parking lot and drive extension with drop off, and a day camp plaza with a 25 foot x 25 foot covered area attached to new toilet facilities (the “**Recreational Development**”). The Recreational Development is anticipated to include the following (the “**Intended Amenities**”):

- New toilet facilities to support the new outdoor play field(s) will include:
 - Restrooms: 6 water closets, 2 urinals and 4 sinks.
 - Janitorial with mop sink.
- Covered area attached to the toilet facilities to serve as a sign-in/gathering area for day camp attendees and may provide coverage for participants or spectators during field use, approximately 25 ft x 25 ft.
- Lighting for the outdoor play fields;
- New east parking lot;
- Lighting for the new east parking lot;

WHEREAS, the Recreational Facility will be built on the Property to be conveyed by the City to the YMCA (as more particularly defined in Exhibit B to this Agreement).

WHEREAS, the YMCA shall compensate the City for the value of the Property by and through the performance of the Services for the benefit of the community and residents of Sumner, as more fully set forth herein, particularly, the City shall: (a) receive, and the YMCA shall be obligated to deliver, the Services during the term of this Agreement which have a value of approximately \$700,000; and (b) the YMCA shall acquire the Property, subject to an obligation to perform the Services until the City has received a value of services equivalent to or greater than the value of the Property. The Property has an agreed value of \$700,000.

WHEREAS, the City will obtain benefits for its residents, including social services, prioritized access to the community activities and facilities, recreational programming and other beneficial services from the transactions contemplated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

SERVICES TO BE PERFORMED BY THE YMCA; OBLIGATIONS OF THE CITY

1.1. City Obligations; YMCA Services. On or before January 10, 2020, the City will deed the Property to the YMCA by Bargain and Sale Deed (the “Deed”). In exchange, the YMCA will construct the Recreational Development (defined above) and provide the City and its residents the Community Services (defined below) (collectively, the “Services”). The conveyance of the Property to the YMCA is being granted in exchange for the YMCA’s performance of the obligations outlined in this Agreement, and this Agreement shall remain effective until the City has received an equivalent or greater value than the value of the Property. The YMCA shall grant to the City, and provide sufficient proof in the City’s sole discretion in advance of executing this agreement, a Letter of Credit for the full value (“Agreed Value”) of the Property to secure the provision of the Services to the City. The Letter of Credit shall be in full force and effect until full and complete performance by the YMCA of the Services (such period being referred to herein as the “Term” of the Letter of Credit). Upon full and complete performance of the Services the City will promptly provide to the YMCA a written release of the Letter of Credit. Should the YMCA fail to meet its obligations under this Agreement, the City reserves its right to draw upon the full amount of the Letter of Credit or take any and all other appropriate legal action during the Term of the Letter of Credit.

1.2 The Recreational Development. The Recreational Development of the Intended Amenities is intended to be completed in three phases, but in any event, no later than December 31, 2023, subject to Section 2.2 below and shall be defined as the date the Intended Amenities are substantially completed and ready for final building inspection by the City’s Building Official (the “**Construction Completion**”). The first phase (“**Phase I**”) is generally described as follows: Design/Engineering, Permitting and Wetland studies. All of the Phase I work is estimated to be completed by June of 2020. The second phase (“**Phase II**”) is generally described as follows: Civil work such as storm, utilities, the construction of the east parking lot, the drive extensions, and all required landscaping. The estimated combined value of the Phase I and Phase II work is \$1.5 Million dollars. All of the Phase II work is estimated to be completed by December 2020. The third and final phase (“**Phase III**”) is generally described as follows:

outdoor turf field with lighting, restroom facilities, outdoor shelter, speed bump crossings and furniture, fixtures and equipment installations. The estimated value of the Phase III work is an additional \$1.5 Million. All of the Phase III work is estimated to be completed by December 31, 2022, subject to receipt of the necessary fundraising for this phase and Section 2.2 below. The YMCA shall keep the City apprised of any revisions to the anticipated Phase I, II and III timelines as required by section 2.3 below.

The Services are described as follows:

1.2.1 Community Services. The YMCA will provide certain community services at a discounted rate for the community for three years following the Completion Date or four years beginning January 1 after this agreement is signed. The value of the discount provided is described in the attached **Exhibit C**, incorporated herein and made a part hereof, which discount is for the following community services:

(a) **Family Membership Voucher.** Three month Gordon Family YMCA membership voucher including joining fees for low income families. Distributed in coordination with the Sumner Family Center.

(b) **Active Older Adult (55+ years old) Membership Voucher.** Three month Gordon Family YMCA membership voucher including joining fees for low income adults ages 55 years and older. Distributed in coordination with organizations serving adults ages 55+.

(c) **Outdoor Recreation Space.** The YMCA will provide access to the outdoor recreational facilities for Sumner community use as schedules permit.

1.3 Modification. The Parties may modify in writing the Services during the Term if both Parties determine in good faith that such modifications are consistent with the benefits to be conveyed hereunder to the City and its residents, and are not unreasonably burdensome or detrimental to either Party.

1.4 Value of Services. The Parties have determined in good faith that the value of the Services to be provided to the City and its residents are in excess of the value of the Property at the time of the conveyance: \$700,000 (the "Agreed Value"). The value allocated to each of the Services are more particularly described in Exhibit C to this Agreement.

ARTICLE 2.

SITE ACQUISITION; RECREATIONAL FACILITY

2.1. YMCA to Acquire Site. The City shall cause the Property to be conveyed to the YMCA on or before January 10, 2020.

2.2. Construction Completion. Beginning on the Effective Date, the YMCA will proceed with construction of the Recreational Facility consistent with the Intended Amenities. It is anticipated that Construction Completion of the Intended Amenities will be achieved by December 31, 2022, subject to the necessary fundraising success for Phase III that would allow for completion by that date, but in any event, it will be completed not later than December 31,

2023, unless an extension thereto is granted by the City on the following terms. No extensions shall be granted hereunder, except in the sole discretion of the City; provided however, an extension will only be considered by the City if the YMCA is proceeding with acquisition, development, financing or construction in good faith and/or delays are outside of its control. If the City determines that in its sole discretion an extension is not appropriate, and thereby terminates this Agreement, in lieu of the City's right to draw upon the Letter of Credit, the YMCA shall have the option to exercise and pay to the City the Agreed Value of the Services not yet rendered¹ within one hundred and twenty (120) days of receipt of the City's notice of termination, and upon receipt of payment, the City shall consider the obligations of the YMCA satisfied in full. Should the YMCA not exercise its option, then the effective date of termination of this Agreement will be 150² days following the YMCA's receipt of such notice of termination.

2.3. Reports. The YMCA will provide the City with periodic updates and other reasonable information during the Recreational Development of the Intended Amenities.

2.4. Operational Covenant. The YMCA hereby covenants to the City that during the Term, the Recreational Facility will be operated in accordance with all YMCA policies applicable to other YMCA centers in the Pierce County area and provide the Services described herein.

2.5. Community Benefit Reports. The YMCA hereby covenants to the City that from the date of Construction Completion through the expiration of the Term of this Agreement, the YMCA will deliver to the City Council at least annually, but more frequently upon request by the City (no more frequently than each quarter), a community benefit report regarding operation of the Recreational Facility, that includes at a minimum: (a) number of family membership vouchers redeemed and dollar value; (b) number of active older adult membership vouchers redeemed and dollar value; and (c) number of hours available for community use and value of discounted or fee-waived hours for that space usage. In addition, on no less than a biannual basis, the YMCA shall facilitate and coordinate a meeting between a representative of the YMCA, the City, the Sumner/Bonney Lake School District, the Sumner Family Center, and the Sumner Senior Center to ensure that the Services and other community-related needs are being met in accordance with the terms of this Agreement.

2.6. Costs. Notwithstanding anything to the contrary herein, the YMCA will be responsible for all costs associated with acquiring the Property, Zoning Changes (if any), Feasibility Site Work (if any), Construction Financing (if any) and the construction, development operation and continued maintenance of the Recreational Facility.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.2, shall expire five (5) years following Construction

¹ This valuation shall be made by prorating the remaining months and assigned value thereto left under each Service category shown in Exhibit C.

² This is intended to be a date 30 days after the YMCA's 120 day option period has run.

Completion, or upon full satisfaction of the Agreed Value and Services contemplated herein(the “Term”).

3.2. Early Termination. Subject to applicable extensions and Cure Rights as set forth herein, this Agreement will terminate earlier upon the occurrence of any of the following events (in each case, “Early Termination”).

3.2.1. Site Acquisition. In the event the YMCA does not acquire the Property by the Effective Date hereof. Early Termination under this Section 3.2.1 will terminate this Agreement with no liability to any Party.

3.2.2. Site Feasibility. In the event the YMCA determines within four months (120 days) of the Effective Date hereof, and after good faith due diligence, that the Property is not practical for the Recreational Facility because of conditions not reasonably anticipated at the time of acquisition such as critical areas, soil conditions or utility constraints, Early Termination under this Section 3.2.2 will terminate this Agreement with no liability to any Party; provided, that the YMCA shall promptly convey the Property back to the City and pay all necessary recording fees. No other costs or expenses shall be required by either Party. The City hereby represents to the YMCA that it has completed any and all necessary wetland mitigation required for development of the Property, if any, and that at the time it conveys the Property to the YMCA, the Property does not contain wetlands. Responsibility for wetland mitigation and all other feasibility efforts and costs after the conveyance shall be borne by the YMCA.

3.2.3. Zoning Changes. The City represents that the Property is properly zoned for recreational development and use.

3.2.4. Certificate of Occupancy; Intended Amenities. In the event the YMCA fails, without legal excuse, to achieve Construction Completion of the Recreational Facility by December 31, 2023, or the completed Recreational Facility materially differs in functionality from the Intended Amenities (“Event of Default”), the City may as its sole remedy, and by written election to the YMCA terminate this Agreement and recover on the Letter of Credit, the remaining Agreed Value of the Property (“Early Termination”), subject to the YMCA’s option to pay the City the remaining Agreed Value of Services not yet rendered as further described in Section 2.2 above; (b) bring suit to specifically enforce this Agreement; or (c) require the YMCA to deed the City an interest in the Property up to the Agreed Value of the Property (“Early Conveyance; provided, (b) and (c) may only be exercised after the time for the YMCA’s option described in Section 2.2 above has been exhausted.

3.3. Permit Processing. The City agrees to act expeditiously and reasonably in good faith in reviewing and processing any required certificates, permits or providing other review/approvals necessary for the Recreational Facility to timely achieve Construction Completion, but in no event shall the City be obligated to deviate from its standard review process or expedite a review matter if City resources and staffing don’t allow it.

3.4. Notice and Cure Period. Prior to any Early Termination becoming effective or demand for an Early Conveyance, the City shall deliver written notice of an Event of Default to the YMCA and the YMCA shall have thirty (30) days to cure such failure; provided, that, if the

initial cure period is not reasonably sufficient to permit a cure of such failure, and the YMCA shall have diligently commenced to cure such failure within the initial cure period and shall thereafter proceed with reasonable diligence to cure such failure, then the YMCA shall have a reasonable additional period of time, as agreed by both parties, to remedy or cure such failure.

ARTICLE 4. PAYMENT FOR SERVICES

4.1. Property to the YMCA. In consideration for the Services provided to the City and its residents hereunder, and other benefits, rights and privileges received by the City hereunder, and in lieu of operating and maintaining its own community recreational center/complex, the City shall cause the Property to be conveyed to the YMCA on or before January 10, 2020.

ARTICLE 5. FORCE MAJEURE

5.1. Excuse From Performance. In the event that a Party is prevented or delayed, directly or indirectly, from the performance of any of its respective obligations hereunder by a Force Majeure Event, then: (a) such Party (the “**Affected Party**”) shall be excused from the performance of such obligations for so long as, and to the extent that, the Force Majeure Event prevents or delays such performance; (b) such failure shall not be deemed to be a breach or default of this Agreement or a violation of any of the Affected Party’s covenants herein; and (c) the time within which or by which the Affected Party is required to perform any such obligation under this Agreement shall be extended by a period of time equal to the period of delay arising from such Force Majeure Event.

5.2. Definition of Force Majeure Event.

5.2.1. “Force Majeure Event” means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that temporarily delays or prevents performance by the Affected Party of any of its respective obligations under this Agreement, but only to the extent that and for so long as: (a) the event or circumstance is beyond the reasonable control of the Affected Party; (b) despite the exercise of reasonable diligence, the event or circumstance cannot be prevented, avoided or stopped by the Affected Party; and (c) the Affected Party has taken all reasonable measures to avoid the effect of the event or circumstance on the Affected Party’s ability to perform its obligations hereunder and to mitigate the consequences of the event or circumstance.

5.2.2. Force Majeure Events include the following, to the extent the requirements set forth in Section 5.2.1 are satisfied: (a) acts of God of any and all kind, including volcanic eruption, landslide, earthquake, flood, lightning, tornado or other unusually severe storm or environmental conditions, perils of the sea, fire or any other acts of nature or natural disaster; (b) accidents, damage or loss of any and all kind, including explosions, epidemics, quarantine or criminal or terrorist acts; (c) acts or omissions of any Governmental Authority of any and all kind (other than, in the case of the City’s claim for Force Majeure event, the City’s act or omission or change in Applicable Law), including any form of compulsory government

acquisition or condemnation of all or part of the Facility or Site, change in Applicable Law and any Governmental Agency restriction, action or inaction which delays, hinders, obstructs or prevents the contemplated obligations of the YMCA; (d) strike or labor disturbances, including labor or material shortage; (e) an act or omission of any person of any and all kind, other than such Party, including breach of contract or failure of performance by any person providing equipment or services to the YMCA to acquire the Site, or develop, construct or operate the Facility as contemplated herein; and (f) act of war (whether declared or undeclared), acts of public enemies, armed conflicts, act of foreign enemy, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), riot, civil commotion, blockade, insurrection, civil disturbance, revolution or sabotage.

5.2.3. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform or changes in the Affected Party's cost of performing its obligations hereunder shall in no event be considered or constitute a Force Majeure Event.

5.2.4. Suspension of any obligation as a result of a Force Majeure Event shall not affect any rights or obligations which may have accrued prior to such suspension or, if the Force Majeure Event affects only some rights and obligations of the Affected Party, any other rights or obligations of the Affected Party.

5.3. Obligations Following Occurrence of Force Majeure Event. Following the occurrence of a Force Majeure Event, the Affected Party shall:

5.3.1. provide prompt notice to the other Party of the Force Majeure Event, giving an estimate of its expected duration and the probable impact on the performance by the Affected Party of its obligations hereunder;

5.3.2. exercise all reasonable efforts to continue to perform its obligations hereunder;

5.3.3. expeditiously act to correct or cure the Force Majeure Event to the extent such action is within the power of the Affected Party;

5.3.4. exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and

5.3.5. provide prompt notice to the other Party of the cessation of the Force Majeure Event and the resumption by the Affected Party of the performance of its obligations hereunder.

ARTICLE 6. DEFAULTS AND REMEDIES

6.1. Events of Default. A Party shall be in default under this Agreement if any of the following events occur (each of the following events to be referred to as an "**Event of Default**," the Party in default to be referred to as the "**Defaulting Party**" and each of the Parties not in default to be referred to as a "**Non-Defaulting Party**"):

6.1.1. The YMCA materially fails to timely provide the Intended Amenities or fails to provide the Intended Amenities substantially in conformance as described herein;

6.1.2. The YMCA materially fails to provide the Services promised that are to occur after Construction Completion;

6.1.3. A Party has materially breached its representations and warranties as set forth herein.

6.2. Notice and Cure Period. Except for any default described in Section 6.1.3, prior to any Event of Default becoming effective, the Non-Defaulting Party shall deliver written notice of the Event of Default to the Defaulting Party and the Defaulting Party shall have thirty (30) days to cure such failure; provided, that, if the initial cure period is not reasonably sufficient to permit a cure of such failure, and the Defaulting Party shall have diligently commenced to cure such failure within the initial cure period and shall thereafter proceed with reasonable diligence to cure such failure, then the Defaulting Party shall have a reasonable additional period of time to remedy or cure such failure.

6.3. Rights and Remedies Upon Uncured Event of Default.

6.3.1. Generally. Following any cure period provided herein for each Event of Default that remains uncured upon the expiration of the applicable cure period, and subject to Sections 2.2, 3.2.4 and 3.4, the Non-Defaulting Party shall be entitled to: (a) terminate this Agreement upon written notice to the Defaulting Party; or (b) exercise each and every other right or remedy against the Defaulting Party available with respect to such Event of Default under this Agreement, at law or in equity. The Non-Defaulting Party may, in its discretion, exercise any available remedies in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions of this Agreement; provided, that, the concurrent or cumulative exercise of remedies shall not result in duplication of recovery.

6.4. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary: (a) the Parties shall only be liable for direct damages suffered by the other Party as a result of a breach or default of this Agreement by the Defaulting Party; and (b) no Party shall be liable to the other Party or for any Consequential Loss resulting from any breach or Event of Default by the Defaulting Party.

**ARTICLE 7.
REPRESENTATIONS AND WARRANTIES**

7.1. Representations and Warranties. As of the Effective Date each Party represents and warrants to the other Party that, as to itself, each of the following statements is true and accurate as it applies to the Party making such representation and warranty.

7.1.1. Such Party is duly organized and validly existing under the laws of the State of Washington, and has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such authority has been duly authorized by all necessary action of such Party.

7.1.2. This Agreement constitutes the legal, valid and binding obligation of such Party and is enforceable against it in accordance with its respective terms, except as such enforcement

may be limited by any bankruptcy, insolvency, moratorium or similar law or by general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

7.1.3. The execution or delivery of this Agreement by such Party does not, and the performance by it of its obligations under this Agreement and the transactions contemplated hereby will not:

- (a) result in a violation or breach of any Applicable Law to such Party or conflict with any provision of the organizational or governance documents of such Party;
- (b) conflict with any provision of any agreement to which it is a party or by which it is bound and which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement; and
- (c) contravene any provision of, or be an event that is (or with the giving of notice or the passage of time or both will result in) a contravention, breach or default of or under, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation of such Party under any security interest, agreement, instrument, order, arbitration award, judgment, injunction or decree to which such Party is a party or by which it is bound and which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement.

7.1.4. There are no claims to such Party's knowledge (whether instituted by such Party or sought against such Party) which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement. There is no outstanding order, writ, injunction, decree, judgment or award by any arbitration panel or Governmental Authority against or affecting such Party which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. **Notices.** All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given and received when either (a) delivered personally (deemed received at time of delivery), (b) sent by facsimile communication to the last known fax number of the addressee (deemed received at the time of transmittal if delivered prior to close of a Business Day, or if not so received, on the next following Business Day), (c) sent by nationally-recognized overnight courier or delivery service to the last known physical address of the addressee with conformation receipt (deemed delivered one day following placement with overnight carrier), or (d) sent by registered mail, return delivery receipt requested, to the last known physical address of the addressee (deemed delivered per date of return delivery receipt); provided, however, that any notice, demand, request or other communication made or delivered in connection with an alleged

breach or default under this Agreement (including an Event of Default) may not be delivered by facsimile communication.

8.2. Severability. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event any such provision of this Agreement is so held invalid, the Parties shall, within seven (7) Days of such holding, commence to renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

8.3. No Assignment. No Party will assign or otherwise transfer this Agreement or its rights and obligations hereunder without the other Party's prior written consent. Any attempt to do so is void.

8.4. Amendment. Except as provided herein, no amendment or variation of the provisions of this Agreement shall be binding upon the Parties hereto unless evidenced in a writing which indicates that such writing is intended to amend the terms of this Agreement and is signed by duly authorized officers or representatives of each Party.

8.5. Governing Law; Consent to Jurisdiction.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law.

8.6. Attorneys' Fees. If any legal action or claim is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in such action or claim, in addition to any other relief to which it may be entitled.

8.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

8.8. No Waiver. No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver on the part of either Party of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

8.9. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties and shall not create a third-party beneficiary relationship with, or cause of action in favor of, any third-party.

8.10. Headings, Captions. All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning, content or scope of this Agreement.

8.11. Construction Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "herein," "hereunder" and "hereof" refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated. References to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto and includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be. The word "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly. References to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or").

8.12. Relationship Between Parties. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, franchise or partnership between the Parties or to impose any such obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, act as or be an agent or representative of, or otherwise to bind any other Party.

8.13. Negotiation of Agreement. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel. Accordingly, this Agreement shall be deemed to be the product of each Party, and there shall be no presumption that an ambiguity should be construed in favor of or against a Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

8.14. Entire Agreement. This Agreement, together with the Options Agreement, constitute the entire agreement of the Parties in connection with the matters related to the sale and purchase of the Services, and all previous agreements, understandings and negotiations (whether written or oral) on those subject matters are hereby superseded and shall have no further force or effect after the Effective Date. The exhibits attached to this Agreement are hereby incorporated into and form a part of this Agreement.

8.15. Counterparts. This Agreement may be executed in one or more counterparts and the counterparts taken together shall constitute one and the same Agreement. An executed copy of this Agreement may be delivered by facsimile or other means of electronic transmission pursuant to which the signature can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

8.16. No Other Representations or Warranties. Each Party acknowledges that in entering into this Agreement it has not relied on any representations or warranties about its subject matter except for the representations and warranties as expressly provided in this Agreement.

8.17. Survival of Rights and Obligations. Upon the expiration or termination of this Agreement, this Agreement shall have no further force and effect, except that any rights and remedies that have arisen or accrued to a Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination, shall in each case survive expiration or termination unless this Agreement expressly states otherwise. The terms of this Agreement shall survive in full force and effect the expiration or termination of this Agreement only to the extent necessary to enable a Party to exercise any of its accrued rights, remedies and obligations, and this Section 8.17 shall survive in full force and effect the expiration or termination of this Agreement.

8.18. Decision Making by Parties. Except where this Agreement expressly provides for a different standard, whenever this Agreement provides for a determination, decision, permission, consent or approval of a Party, the Party shall make such determination, decision, grant or withholding of permission, consent or approval in a commercially reasonable manner and without unreasonable delay. Any denial of an approval, permission, decision, determination or consent required to be made in a commercially reasonable manner shall include in reasonable detail the reason for such denial or aspect of the request that was not acceptable.

8.19. Indemnification. YMCA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the YMCA's performance of this Contract, including any and all use of the Property after the execution of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. The City's inspection or acceptance of any of YMCA's work when completed shall not be grounds to avoid any of these covenants of indemnification. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the YMCA and the City, its officers, officials, employees, agents and volunteers, the YMCA's liability hereunder shall be only to the extent of the YMCA's negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE YMCA'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. The provisions of this section shall survive the expiration or termination of this Agreement.

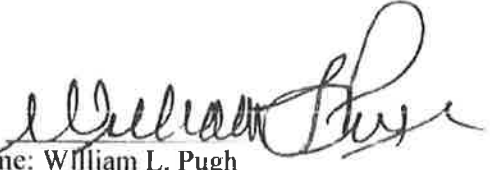
8.20 Right of First Refusal. At any point within ten (10) years after the Effective Date of this Agreement (the "Term"), in the event the YMCA should receive a bonafide offer from a third-party to purchase the Property, the YMCA shall notify the City within thirty (30) days of receipt of any such bona fide offer, and offer the Property to the City on those same third-party terms, before the YMCA may sell it to the third-party. Within thirty (30) days of receipt of the YMCA's offer, the City shall have the opportunity to notify the YMCA in writing of its desire to purchase the Property back on the same terms and conditions offered by the third party, and if it desires to so purchase, the City shall proceed to closing as and when stated in the YMCA's offer. If the City does not timely submit written acceptance of the YMCA's offer, then this right of first refusal shall automatically terminate and the YMCA shall be free to sell the Property to a third-party.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

CITY:

CITY OF SUMNER, a Washington State
municipal corporation

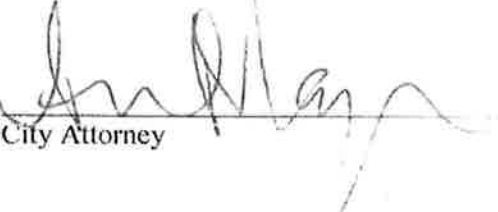
By: 
Name: William L. Pugh
Title: Mayor

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: 
Name: Charles Davis
Title: CEO

Approved as to Form:


City Attorney

ATTEST:

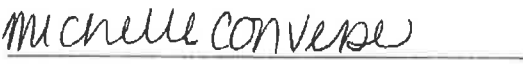

City Clerk

EXHIBIT A

DEFINITIONS

“Affected Party” has the meaning given in Section 5.1 of this Agreement.

“Agreement” has the meaning given in the introductory paragraph of this Agreement.

“Applicable Law” means all: (a) constitutions, statutes, laws, by-laws, rules, judgments, orders, decrees, Permits, codes, standards, concessions, regulations, guidelines, directions, policies or governmental restrictions in effect from time to time and made or issued by any Governmental Authority (including any of the foregoing pertaining to zoning or land use restrictions, environmental protection, pollution or sanitation); and (b) any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing set forth in clause (a) by any Governmental Authority, in each case having the effect or force of law.

“Business Day” means any day other than a Saturday, Sunday or a day on which commercial banks are not required or permitted to be closed in Seattle, Washington. Additionally, a Business Day is a reference to a period of time ending at 5:00 p.m. Tacoma time on the same Business Day.

“Certificate of Occupancy” means a certificate of occupancy issued under Applicable Law by the applicable Governmental Authority for the Recreational Facility (if applicable).

“Construction Completion” has the meaning given in Section 1.2 of this Agreement.

“City” has the meaning given in the introductory paragraph of this Agreement.

“Consequential Loss” means all punitive, special, exemplary, incidental, indirect or consequential damages, including damages for loss of profits, loss of use of revenue, or losses by reason of cost of capital, regardless of whether the loss results or arises from a claim based on contract, warranty, tort (whether negligence, strict liability or otherwise), statutory or regulatory noncompliance or any other legal or equitable principle.

“Defaulting Party” has the meaning given in Section 6.1 of this Agreement.

“Early Termination” has the meaning given in Section 3.2 of this Agreement.

“Effective Date” has the meaning given in the introductory paragraph of this Agreement.

“Event of Default” has the meaning given in Section 6.1 of this Agreement.

“Governmental Authority” means any federal, provincial, state, county, municipal or local government and any political subdivision thereof, or any other governmental, quasi-governmental, executive, legislative, administrative, regulatory, judicial, public or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental authority.

“Main Facility” and **“Recreational Facility”** have the meaning given in the recital paragraphs of this Agreement.

“Force Majeure Event” has the meaning given in Section 5.2.1 of this Agreement.

“Intended Amenities” has the meanings given in the recital paragraphs of this Agreement.

“Non-Defaulting Party” has the meaning given in Section 6.1 of this Agreement.

“Party” and **“Parties”** have the meanings given in the introductory paragraph of this Agreement.

“Permits” means, collectively, any approvals, licenses, permits, authorizations, consents, franchises, rulings, certifications, exemptions, filings, variances, orders, judgments, decrees, publications, notices to, declarations of or registrations with any Governmental Authority under any provision of any Applicable Law, and which may be granted, provided or otherwise applicable to the Facility, the Site or the Parties.

“Property” – has the meaning given it in the Recitals.

“Services” has the meaning given in Section 1.1 of this Agreement.

“Summer” has the meaning given in the introductory paragraph of this Agreement.

“Term” has the meaning given in Section 3.1 of this Agreement.

“YMCA” has the meaning given in the introductory paragraph of this Agreement.

EXHIBIT B
SITE DESCRIPTION

PARCEL A:

Beginning 680 feet East and 497.75 feet South of the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian; Thence East 100 feet; Thence South 75 feet; Thence West 100 feet; Thence North 75 feet to the Point of Beginning;

EXCEPT

THE WEST 10 FEET OF THE FOLLOWING:

LOCATED IN SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 05 EAST OF THE WILLAMETTE MERIDIAN; BEGINNING AT A POINT 680 FEET EAST AND 497.75 FEET NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SAID SOUTHEAST QUARTER, THENCE EAST 100 FEET, THENCE SOUTH 75 FEET, THENCE WEST 100 FEET, THENCE NORTH 75 FEET TO THE POINT OF BEGINNING.

CONTAINING 750 SQUARE FEET, MORE OR LESS; EXCEPT Road;
Situate in the County of Pierce, State of Washington.

PARCEL B:

Beginning 662.75 feet South and 680 feet East of the Northwest corner of the South half of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the W.M.; Thence East 640 feet; Thence North 165 feet; Thence West 640 feet; Thence South 165 feet to the Point of Beginning;

EXCEPT the West 100 feet of the North 75 feet thereof;

EXCEPT that portion if any lying within the Southeast quarter of the Southeast quarter of Section 19, Township 20 North, Range 4 East of the W.M.;

EXCEPT

THE WEST 10 FEET OF THE FOLLOWING:

LOCATED IN SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 05 EAST OF THE WILLAMETTE MERIDIAN; BEGINNING AT A POINT 662.75 FEET SOUTH AND 680 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SAID SOUTHEAST QUARTER, THENCE EAST 640 FEET, THENCE NORTH 165 FEET, THENCE 640 FEET, THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING. EXCEPT THE WEST 100 FEET OF THE NORTH 75 FEET THEREOF.

CONTAINING 900 SQUARE FEET, MORE OR LESS;

AND EXCEPT road;

Situate in the County of Pierce, State of Washington.

Subject to all easements of record.

EXHIBIT C

VALUE OF SERVICES

The value of the Services to be provided by the YMCA for the benefit of the City and its residents pursuant to the Agreement are determined by the Parties in good faith to be equal to or in excess of \$700,000 and is set forth in more detail below:

Description	Value Period	Assigned Value
Will provide 25 three month family membership vouchers each quarter, including joining fees, for low income families. Distributed by the Family Center based upon their low income guidelines.	Five (5) years beginning January 1 following the Effective Date.	\$60,000 in value provided annually \$300,000 over value period
25 Active Older Adult (55+ years old) Membership Vouchers each quarter – Three month Gordon Family YMCA membership voucher including joining fees for older adults. Distributed in coordination with organizations serving adults ages 55+. Fifty percent of vouchers will be distributed to low income older adults following a sliding scale based on federal poverty guidelines issued annually by the United States Department of Health and Human Services. Extenuating circumstances, including extraordinary economic challenges, will be considered; i.e., medical expenses, death, layoffs, etc.	Five (5) years beginning January 1 following the Effective Date.	\$30,000 in value provided annually \$150,000 over value period
Outdoor recreation space. The YMCA will schedule access to the outdoor recreational facilities for Sumner community use as schedules permit.	Five (5) years following Construction Completion	\$50,000 annually \$250,000 over value period
		Total: \$700,000

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A
LEGAL DESCRIPTION

PARCELA:

Beginning 680 feet East and 497.75 feet South of the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian; Thence East 100 feet; Thence South 75 feet; Thence West 100 feet; Thence North 75 feet to the Point of Beginning;

EXCEPT Road;

Situate in the County of Pierce, State of Washington.

PARCEL B:

Beginning 662.75 feet South and 680 feet East of the Northwest corner of the South half of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the W.M.; Thence East 640 feet; Thence North 165 feet; Thence West 640 feet; Thence South 165 feet to the Point of Beginning;

EXCEPT the West 100 feet of the North 75 feet thereof;

EXCEPT that portion if any lying within the Southeast quarter of the Southeast quarter of Section 19, Township 20 North, Range 4 East of the W.M.;

AND EXCEPT road;

Situate in the County of Pierce, State of Washington.

Subject to all easements of record.

AMENDED EXHIBIT C
REVISED SERVICES FROM YMCA TO CITY



TYPE OF SERVICE	DESCRIPTION	2022	2023	2024	Total	Operations Notes/Expense Breakdown
Monetary Down Payment	Payable in 45 days after the execution of the amendment.	\$250,000			\$250,000	Cash payment
Family Membership Voucher	Will provide 350 three month family membership vouchers between 2022 and 2024, including joining fees, for low income and refugee families. Distributed by the Family Center based upon their low income guidelines and relationships with families. Also distributed by Y membership team based on need.	\$68,250	\$68,250	\$68,250	\$204,750	Design Creation: \$40 [1.5 hours worked] Print: \$182.69 Voucher Value: \$585 [\$145/month*3 months +\$150 joining fee] Total 450 vouchers spread in three years.
Senior Membership Voucher	Will provide 200 Active Older Adult (55+ years old) membership vouchers between 2022 and 2024, including joining fees, for low income seniors. Distributed by the Family Center and Sumner Senior Center 50% of the Vouchers will be distributed to low income older adults following a sliding scale based on Federal Poverty Guidelin based upon their guidelines. May include extenuating circumstances, including extraordinary economic challenges, will be considered: i.e., medical expenses, death, layoffs, etc	\$19,267	\$19,267	\$19,267	\$57,800	Design Creation: \$40 [1.5 hours worked] Print: \$182.69 Voucher Value: \$289 [\$63/month*3 months +\$100 joining fee] Total 200 vouchers spread in three years.
Shower Program for Homeless Community Members	Monday-Friday, 6-8am homeless community members can come take a shower at the Y free of charge. The Y provides a towel and tolietries for each shower guest. Collaborative efforts with the City of Sumner to communicate and market this program in addition to direct engagment at the Y.	\$1,950	\$7,800	\$7,800	\$17,550	\$5 tolietries \$8 towel and laundring of towel 25 visits per month for remaining 2022 50 visits per month in 2023 and 2024
Buena Vida Program	Supporting spanish speaking families. 5 families per quarter. Porgram includes 3 month membership, culinary class, arts class, family fitness, and swim lessons.	\$8,300	\$33,200	\$33,200	\$74,700	Membership Value: \$585 [\$145/month*3 months +\$150 joining fee] Culinary Class Value: \$600 [food and instructor] Art Class Value: \$275 [supplies and instructor] Family Fitness Value: \$80 [instructor] Swim Lessons: \$120 [instructor] Total Cost: \$1660 per family x 5 families per quarter x 4 quarters = \$33,200
Bill Heath Sports Complex Management	YMCA will schedule, operate, and maintain the complex for use by the YMCA, Sumner-Bonney Lake School District and outside organizations renting use of the field. Staffing cost increases 5% each year.	\$ 30,216	\$ 31,727	\$ 33,313	\$95,256	Staffing (includes benefit cost and payroll tax) Center: program [see staffing expense tab], Senior Director [.5 hour per week] Exec [5 hours per quarter] Association support: Accounting [monthly accounting and quarterly check], IT [initial set up and ongoing support], Marketing [initial and ongoing web support], Safety and Risk [initial set up and issue management], Facilities [initial set up and ongoing support], HR [ongoing support] Signage [design, print]
Total Value		\$377,983	\$160,244	\$161,830	\$700,056	

Note) Total value must be \$700,000.

SUBJECT: Resolution No. 1635 - Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1635 - 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

RCW Chapter 70A.205 establishes a comprehensive statewide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of this state.

Each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan. The purpose is to plan for solid waste and materials reduction, collection, and handling and management services and programs throughout the state, as designed to meet the unique needs of each county and city in the state. Local comprehensive plans must consider and plan for the following handling methods or services (RCW 70A.205.040):

1. Source separation of recyclable materials and products, organic materials, and wastes by generators;
2. Collection of source separated materials;
3. Handling and proper preparation of materials for reuse or recycling;
4. Handling and proper preparation of organic materials for composting or anaerobic digestion; and
5. Handling and proper disposal of nonrecyclable wastes.

When updating a solid waste management plan developed under this chapter, after June 10, 2010, each local comprehensive plan must, at a minimum, consider methods that will be used to address the following:

1. Construction and demolition waste for recycling or reuse;
2. Organic material including yard debris, food waste, and food contaminated paper products for composting or anaerobic digestion;
3. Recoverable paper products for recycling;
4. Metals, glass, and plastics for recycling; and
5. Waste reduction strategies.

The comprehensive plan shall be maintained in a current condition and reviewed and revised periodically by counties and cities as may be required by the department. Upon each review, such plans shall be extended to show long-range needs for solid waste handling facilities for twenty years in the future, and a revised construction and capital acquisition program for six years in the future. (RCW 70A.205.075). The last comprehensive plan was adopted in 2000, and therefore it requires an update.

In November of 2021, Council adopted Resolution No. 1602 entering into an Interlocal Agreement that authorized Pierce County to create the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and period updates or replacement of that plan.

Over the past several months, Pierce County created and passed such a plan, and it now requires the City of Sumner to adopt it by reference. Staff has reviewed the plan and there are no significant changes, or unfunded mandates. The City of Sumner will continue to partner with the County to implement the goals, policies, recommendations, and disposal methods set forth in the plan.

Alternatively, the City, at our own expense, may create, adopt and maintain our own plan for inclusion into the Countywide plan. Staff does not recommend the independent development of a waste management plan due to the loss of economies of scale and influence

over service providers.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel MEETING/STUDY SESSION DATE: 8/3/2022 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1635; Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan

RESOLUTION NO. 1635

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2021 TACOMA-PIERCE COUNTY SOLID & HAZARDOUS WASTE MANAGEMENT PLAN AND RECOMMITTING THE CITY OF SUMNER TO ITS PARTNERSHIP WITH PIERCE COUNTY.

WHEREAS, Chapter 70A.205 of the Revised Code of Washington requires counties, in coordination with their cities and towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste, and to keep those plans in a “current” status through periodic review, update, and amendment; and

WHEREAS, Pierce County executed and maintains Solid Waste Interlocal Agreements with the cities and towns of Pierce County pursuant to Chapter 39.34 RCW and RCW 70A.205.040; and

WHEREAS, said Solid Waste Interlocal Agreements designate Pierce County as lead solid waste planning agency pursuant to RCW 70A.205.040; and

WHEREAS, the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan (2021 Plan) is a strategic document, identifying goals, objectives, and actions necessary to achieve a community vision; and

WHEREAS, the Pierce County Council adopted the 2021 Plan by Ordinance 2022-19s on April 5, 2022; and

WHEREAS, Pierce County, in coordination with the Pierce County Solid Waste Advisory Committee (SWAC), drafted the 2021 Plan to replace the 2000 Solid Waste Plan; and

WHEREAS, the SWAC, in 9 regular meetings which included a Community Conversation portion for public participation, gathered and provided public comment on the 2021 Plan; and

WHEREAS, the SWAC held a public hearing and provided comments and recommended approval of the 2021 Plan; and

WHEREAS, the 2021 Plan was also presented to the public for comment at community events, on the Pierce County website, and through advertisements on social media; and

WHEREAS, the Pierce County Planning Commission reviewed the 2021 Plan for conformance with the Comprehensive Land Use Plan; and

WHEREAS, the Washington Department of Ecology and the Washington Utilities and Transportation Commission completed reviews pursuant to Chapter 70A.205 RCW and provided comments on December 16, 2021 and October 28, 2021; and

WHEREAS, the 2021 Plan was submitted to cities and towns of Pierce County for

review and comment, with the County providing in-person and telephone briefings to interested officials; and

WHEREAS, the Pierce County Environmental Official issued A Determination of Nonsignificance (DNS) for the Programmatic Final Environmental Impact (FEIS) for the 2021 Plan in compliance with Title 18D PCC, “Development Regulations – Environmental”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. **Adoption.** The 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan is hereby adopted as the comprehensive solid waste management plan for the City of Sumner.

Section 2. The City of Sumner recommits to a partnership with the County to implement the goals, policies, recommendations, and disposal methods set forth in the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan.

Section 3. **Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

ADOPTED AND APPROVED this 15th day of August, 2022.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

Sponsored by: Councilmember Derek Young
Requested by: County Executive/Planning and Public Works Dept.

ORDINANCE NO. 2022-19s

An Ordinance of the Pierce County Council Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan Pursuant to Chapter 70A.205 Revised Code of Washington (RCW) and Chapter 8.28 Pierce County Code (PCC); Amending Chapter 8.28 PCC, "Solid Waste Management"; and Requesting the Executive Solicit Letters of Concurrence or Adoption from Cities and Towns Pursuant to the Existing Solid Waste Interlocal Agreements.

Whereas, Chapter 70A.205 of the Revised Code of Washington (RCW) requires counties, in coordination with their cities and towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste, and to keep those plans in a "current" status through periodic review, update, and amendment; and

Whereas, Pierce County executed and maintains Solid Waste Interlocal Agreements with the cities and towns of Pierce County pursuant to Chapter 39.34 RCW and RCW 70A.205.040; and

Whereas, said Solid Waste Interlocal Agreements designate Pierce County as lead solid waste planning agency pursuant to RCW 70A.205.040; and

Whereas, the Pierce County Council approved the 2000 Tacoma-Pierce County Solid Waste Management Plan (2000 Solid Waste Plan) by Ordinance No. 2000-47s on December 12, 2000; and

Whereas, the Pierce County Council approved the 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan (2008 Supplement) by Ordinance No. 2008-57s2 on November 18, 2008, and the 2016 Supplement to the Tacoma-Pierce County Solid Waste Management Plan (2016 Supplement) by Ordinance No. 2016-83 on March 21, 2017; and

Whereas, Pierce County, in coordination with the Pierce County Solid Waste Advisory Committee (SWAC), drafted the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan (2021 Plan) to replace the 2000 Solid Waste Plan; and



1 **Whereas**, the SWAC, in nine regular meetings which included a Community
2 Conversation portion for public participation, gathered and provided public comment on
3 the 2021 Plan; and
4

5 **Whereas**, the 2021 Plan was also presented to the public for comment at
6 community events, on the Pierce County website, and through advertisements on social
7 media; and
8

9 **Whereas**, the Pierce County Planning Commission reviewed the 2021 Plan for
10 conformance with the Comprehensive Land Use Plan on September 28, 2021, and
11 recommended approval of the 2021 Plan; and
12

13 **Whereas**, the SWAC held a public hearing and provided comments and
14 recommended approval of the 2021 Plan on June 21, 2021; and
15

16 **Whereas**, the Washington Department of Ecology and the Washington Utilities
17 and Transportation Commission completed reviews pursuant to Chapter 70A.205 RCW
18 and provided comments on December 16, 2021, and October 28, 2021; and
19

20 **Whereas**, the 2021 Plan was submitted to cities and towns of Pierce County for
21 review and comment, with the County providing in-person and telephone briefings to
22 interested officials; and
23

24 **Whereas**, the Pierce County Environmental Official issued a Determination of
25 Nonsignificance (DNS) for the 2021 Plan in compliance with Title 18D of the Pierce
26 County Code (PCC), "Development Regulations – Environmental"; and
27

28 **Whereas**, Chapter 8.28 PCC, "Solid Waste Management, must be amended to
29 reference the adoption of the 2021 Plan as a replacement of the 2000 Solid Waste Plan;
30 **Now Therefore**,

31
32 **BE IT ORDAINED by the Council of Pierce County:**
33

34 Section 1. The 2021 Tacoma-Pierce County Solid & Hazardous Waste
35 Management Plan is hereby adopted as set forth in Exhibit A, which is attached hereto
36 and incorporated herein by reference.
37

38 Section 2. Chapter 8.28 of the Pierce County Code, "Solid Waste Management,"
39 is hereby amended as shown in Exhibit B, which is attached hereto and incorporated
40 herein by reference.
41

42 Section 3. The Council requests the Pierce County Executive to solicit from each
43 city and town that has executed a Solid Waste Interlocal Agreement with Pierce County
44 a Letter of Concurrence or Adoption for the 2021 Plan.
45
46



Section 4. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or the application of the provision to other persons or circumstances shall not be affected.

PASSED this 5th day of April, 2022.

ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

Denise D. Johnson
Denise D. Johnson
Clerk to the Council

Derek Young
Derek Young
Council Chair

Bruce F. Dammeier
Bruce F. Dammeier
Pierce County Executive
Approved X Vetoed _____, this
11th day of April,
2022.

Date of Publication of
Notice of Public Hearing: March 9, 2022

Effective Date of Ordinance: April 21, 2022



Tacoma-Pierce County Solid and Hazardous Waste Management Plan: 2021-2040



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Introduction

Our Vision:

A solid waste system that is equitable, protects human and environmental health, and is resilient to the known and unforeseen changes that are coming our way.

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Town of Eatonville
City of Edgewood
City of Fife
City of Fircrest
City of Gig Harbor
City of Lakewood
City of Milton
City of Orting
City of Puyallup
City of Roy
City of Ruston
Town of South Prairie
Town of Steilacoom
City of Sumner
City of University Place
Town of Wilkeson



Introduction

The Pierce County solid waste system faces significant challenges, but we can make better choices moving forward by creating the lowest impact solid waste system that keeps our environment clean, works equitably with all our communities, and is more resilient to the known and unforeseen changes that are coming our way.

Pierce County Planning and Public Works (PPW), referred to as Pierce County throughout the document, sponsored this Solid and Hazardous Waste Management Plan (SHWMP) in coordination with our partners, to replace the adopted 2000 plan, as well as the 2008 and 2016 supplements. RCW.70A.205.045 requires each county within Washington to prepare a coordinated, comprehensive solid waste management plan to arrange for solid waste and materials reduction, collection, and handling and management services and programs throughout the state, designed to meet the unique needs of each county in the state. This plan builds on the success and progress partners have made through our existing programs and practices and with the support of our residents and community. It establishes a long-term vision for Pierce County and its materials management system for the next 20 years. According to RCW.70A.205.075 this plan will be reviewed and revised every five years. The process for amending and updating the SHWMP is detailed in *Appendix X*.

Relationship to Other Plans

The Washington State Department of Ecology (Ecology) is required to develop and regularly update a state solid and hazardous waste plan that provides direction for residents, businesses and governments to more wisely manage waste and materials. The current plan, The [State Solid and Hazardous Waste Plan – Moving Washington Beyond Waste and Toxics](#), is currently being updated and is expected to be finalized sometime in 2021. The plan guides the management of waste and materials in the state and directs local governments as they develop local solid and hazardous waste plans, such as this SHWMP. Ecology has also issued [solid](#) and [hazardous](#) waste planning guidelines which specify many of the issues and topics addressed in the plan.

This SHWMP must also be viewed in context of the overall planning process within all jurisdictions in Pierce County. As such, it must function in conjunction with various other plans, policy documents, and studies. Included among these are the comprehensive land use plans of each jurisdiction, development codes (zoning), shoreline management regulations and groundwater plans. Of specific importance are the groundwater or watershed management plans adopted by the County and other jurisdictions that contain specific recommendations for coordinated educational efforts about solid waste, groundwater pollution, and utility support systems.

The SHWMP's goals and policies must comply and coordinate with the goals and policies of the [Pierce County Comprehensive Plan](#) as well as those of other jurisdictions. Pierce County's Comprehensive Plan summarizes the solid waste plan in its utilities element and includes the County's six-year capital facilities plan, which is updated annually. The land use plans of other cities and towns either summarize the solid waste plan or reference it. Additional related plans include:

- [Sustainability 2030: Pierce County's Greenhouse Gas Reduction Plan](#)
- [Tacoma Environmental Action Plan 2016](#)
- [Tacoma's Sustainable Materials Management Plan](#)
- The Tacoma-Pierce County Health Department's [Communities of Focus](#) strategy

Process of Updating the Plan

Convening the Project Management Team

Pierce County and partners collaborated to develop a plan that moves the County's goals and objectives forward, including emerging policy challenges surrounding the topics of food waste, greenhouse gas (GHG) emission reductions, recycling contamination, and household hazardous waste.

Partners from Pierce County, the City of Tacoma, the Tacoma-Pierce County Health Department, Murrey's Disposal, LeMay Enterprises, University Place Refuse, Land Recovery, Inc. (LRI), and Washington State Department of Ecology convened bi-weekly over the course of a year to develop the plan. The project management team used their expertise to:

- Provide meaningful input on technical issues and related policies.
- Identify gaps in knowledge and research.
- Develop actions that are feasible for Pierce County that help achieve outlined goals.





- Contribute to the production of a plan document through writing, analysis, and direction on presentation of information.
- Collaborate with county stakeholders to review working products and ensure that diverse perspectives are reflected in the plan document.

Organization of the Plan

Chapters of this plan include a common structure:

Introduction

Background information to provide readers with a foundation of knowledge to better understand topics discussed throughout the chapter.

Conditions Assessment

An assessment of the existing conditions, organization, infrastructure, and programs that support existing solid and hazardous waste system functions.

Planning Issues

Issues and policies that were considered in defining the actions and recommendations for each element of the solid and hazardous waste system. Planning issues are framed as questions, many of which will continue to be relevant and evolve over the lifespan of this plan, informing ongoing deliberation and adaptation. Note that some chapters also explore alternatives related to these planning issues and/or recommended actions.

Actions

Recommended actions, reflecting specific planning issues and the broader plan framework of vision, goals, and objectives. Recommendations from each chapter are summarized in the plan’s *Action Implementation* table at the end of this chapter.

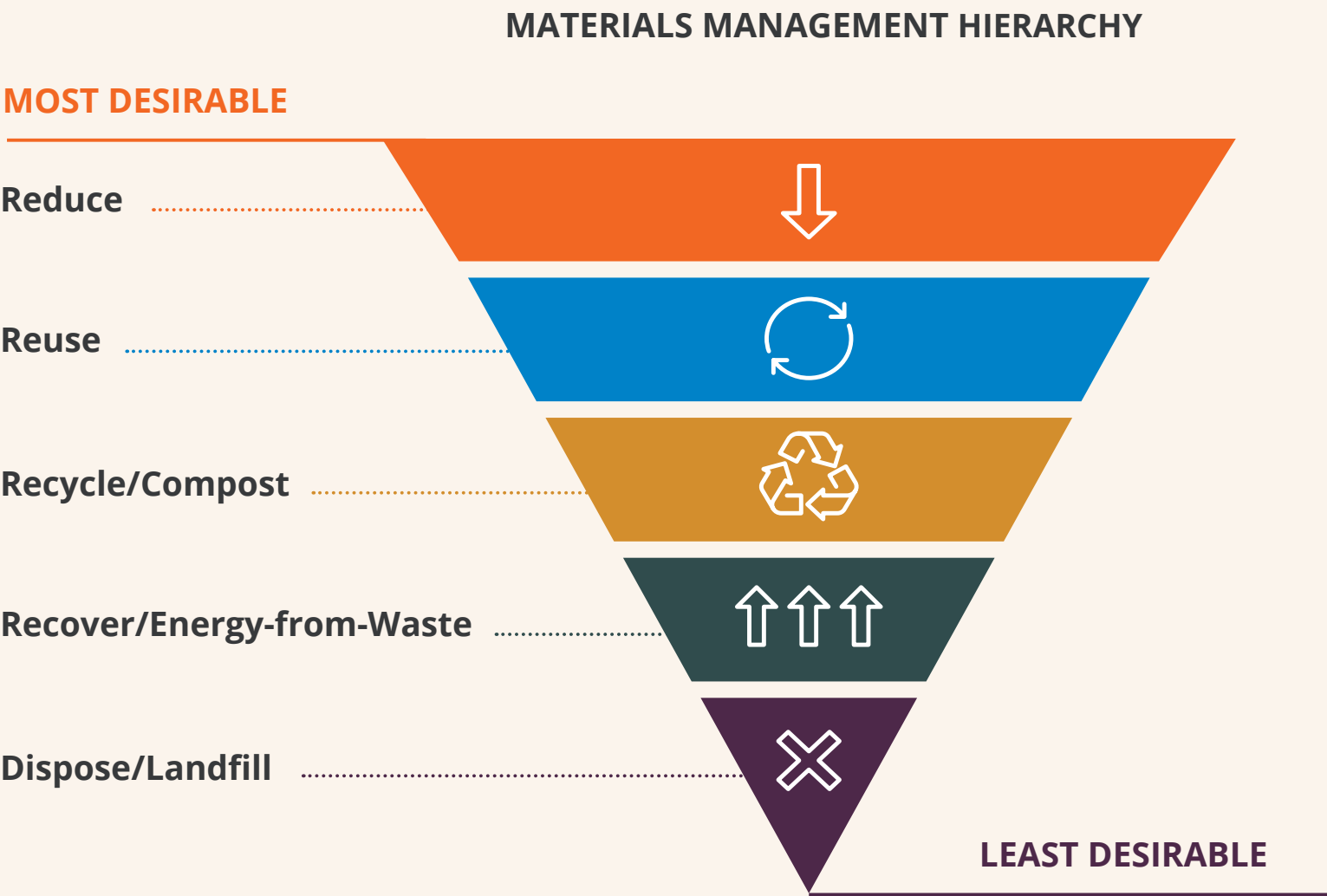
Emerging Issues

In previous versions of this plan, there has been a clear focus on end-of-life management and disposal methods. But the majority of environmental impacts occur long before a material’s end of life. Pierce County and the City of Tacoma have shifted from focusing only on end-of-life issues and have developed a more holistic view of materials management by considering a product’s entire lifecycle and greenhouse gas implications.

Examining a product or material’s entire lifecycle provides us with a more thorough understanding of its environmental implications. This is especially important considering that a majority of GHG emissions occur during the creation of products. All products require natural resources to bring them to market (i.e., the energy and materials used to extract, process, manufacture, package and transport the product). Extracting resources is costly — economically, socially, and environmentally. The goal of a materials management philosophy is to conserve as much of these raw materials, water, and energy as feasible through a range of practices.

The most efficient of these practices is to reduce waste by not creating it in the first place (see Materials Management Hierarchy figure). Encouraging a collective effort to reduce waste generated on all scales (individual, commercial, etc.) can lessen our dependence on costly refuse and recycling disposal facilities. Small changes, like choosing bulk purchases, can lead to large impacts. For example, a fast-food restaurant chain can avoid 68 million pounds of packaging every year by pumping soft drink syrup directly from a delivery truck into tanks at the restaurant, instead of shipping the syrup in cardboard boxes (donellameadows.org).

To fully implement the materials management philosophy, our community must recognize that all products and packaging have intrinsic value because of the energy and natural resources invested in their production. Used materials are not just waste, they are useful materials that must be managed and reused accordingly. This approach to solid waste management relates to several emerging policies that influence our planning and implementation.



Source: Environmental Protection Agency

Shifting Responsibility from Government and Consumers to Producers

Pierce County and the City of Tacoma are preparing for significant policy change on the horizon for product stewardship, sometimes called Extended Producer Responsibility (EPR). In this strategy, the manufacturer takes responsibility for managing its product and packaging throughout its whole life cycle. While others along the supply chain (suppliers, retailers and consumers) have roles and responsibilities, the producer has the greatest ability to minimize environmental, social and economic impacts. Numerous states have passed product stewardship legislation shifting the responsibility for the safe collection, transportation, and management of products (particularly those with hazardous waste) away from local governments and to the manufacturers.

The state is currently considering comprehensive EPR legislation that would dramatically shift the financial responsibility away from local government to producers and manufacturers of paper and packaging products. Legislation introduced in the 2021 Washington Legislature did not become law, but both Pierce County and the City of Tacoma will continue to evaluate how future EPR legislation would impact their programs and discuss options for alignment and coordination. See the *Recycling* chapter for more on this topic.

Sustainability and Response to Climate Change

Pierce County and the City of Tacoma realize that the previous form of waste measurement (i.e., diversion rate measured in tons) is not reflective of the overall environmental and/or social benefit. This became especially apparent in the wake of China's National Sword policy, which banned the import of most plastic and other materials in 2018. China previously handled nearly half of the world's recyclable waste. Publicity around China's National Sword policy highlighted how materials are mismanaged and overwhelm communities, particularly in Southeast Asia. As the impacts of climate change continue to grow, communities with the least resources will be most impacted.

Many waste management professionals have started examining alternatives to diversion rates, such as how much particular materials contribute to GHG reduction when properly recycled or composted. See the Waste Reduction chapter for more on this topic.

The recently adopted Sustainability 2030: Pierce County's Greenhouse Gas Reduction Plan sets a goal of reducing GHG emissions by 45% by 2030. Consumption and waste reduction comprise one of the plan's primary areas of focus. While end-of-life solid waste accounts for 3% of Pierce County's locally generated GHG emissions, the purchases we make, and their associated GHG emissions likely represent nearly 25% of the County's overall emissions. The City of Tacoma is currently engaged in developing its Climate Action Plan, to be released and adopted in 2021. Numerous strategies in this plan reflect these policy priorities and will continue to drive actions across the solid waste system.

Reducing Food Waste

Reducing food waste is critical to reducing GHG emissions and edible food comprises approximately 10% of solid waste disposed in Pierce County. Pierce County does not currently have a processing system that can accept most food, and the City of Tacoma is working to improve the capture rate of food waste in their system. In April 2019, the Washington Legislature passed the Food Waste Reduction Act. This law tasks the Washington State Department of Ecology to write a food waste prevention plan, to determine 2015 baseline data figures, and annually measure progress towards the food waste reduction goals. While there is still much to learn about Washington's food system, it is clear there are actionable priority recommendations that will help build momentum towards reducing food waste by 50% by 2030. The report is anticipated to be delivered to the Legislature in December 2021. Best management practices for food waste prevention, as well as better coordination between the traditional solid waste system and new partners such as large generators, food security safety net and social services, and community and economic development will help identify opportunities to improve existing food waste reduction efforts.

Relevant Statewide Legislation and Programs

Pierce County and the City of Tacoma work together to stay up to date on relevant statewide legislation or solid waste developments. When there is an opportunity for messaging, solid waste employees from both organizations often collaborate to ensure consistency. PaintCare is one such example where Pierce County and City of Tacoma employees met to discuss items like benefits of the program, impacts on current operations, and more. More recently, we have been meeting to discuss and prepare for the plastic [bag ban](#) that went into effect in October 2021.

Connecting on new and anticipated [statewide legislation](#) such as laws related to plastics, the HEAL act, the Climate Commitment Act, and more and programs is essential to providing our residents with additional opportunities and ensuring we remain current.

Improving Equitable Outcomes

Pierce County and the City of Tacoma recognize the importance of centering underrepresented and underserved communities in identifying ongoing priorities for our solid waste system, and we will continue to strive for equitable outcomes. The Pierce County Sustainability 2030: Greenhouse Gas Reduction Plan calls for an equity assessment to be complete by 2023. This equity assessment will inform which actions throughout the plan should be prioritized. The results from the sustainability equity assessment will be applicable to the SHWMP and guide efforts to evolve into a more equitable solid waste system.

In addition, the Tacoma-Pierce County Health Department (TPCHD) has a place-based [health equity strategy](#) called [Communities of Focus](#) to address social, economic, and environmental conditions of health through four strategies: customer service, partnerships, investments, and civic engagement. They use this equity approach to public health in six communities: East Tacoma, South Tacoma, Springbrook, Key Peninsula, White River, and Parkland. Pierce County and the City of Tacoma recognize an opportunity to partner with TPCHD to advance equity in solid waste management planning in the County.



Principles of Our Vision

Equitable – actions that dismantle systems of racism and oppression that have led to inequitable decision-making and uneven distribution of benefits, resources, and burdens in our communities.

Equity is achieved when everyone can reach their fullest potential regardless of race, ethnicity, gender, sexual orientation, income, neighborhood, or other social condition. Pierce County and City of Tacoma are working to make sure solid waste services are provided equitably. We recognize the importance of prioritizing the voices of underserved communities as we implement actions outlined in this plan and in future updates. We will continue to evaluate and improve our solid waste programs to make sure they reflect the diverse needs of all Pierce County communities.

Protects Human and Environmental Health – actions specifically aim to protect human and environmental health, primarily through pollution prevention, including GHG emissions, and toxics reduction.

Protection of human and environmental health is at the core of solid waste management and encompasses a wide range of programs and infrastructure. This includes activities that continue to reduce waste before it ever enters the system, and ongoing improvements to manage the impacts of solid and hazardous waste, including: reducing litter in our communities, managing stormwater quality, safe handling of household hazardous waste materials, and reducing GHG emissions from waste streams and facilities.

Resilient – actions that improve the ability to survive, recover, cope and be flexible amid unforeseen changes in environment, markets and conditions.

In 2018, local partners were forced to react to China’s National Sword policy, collaborating on solutions and highlighting the need for an adaptive solid waste system. Pierce County and City of Tacoma need to be able to respond to and recover from future market disruptions and other unforeseen events such as the COVID-19 pandemic.

Goals and Objectives

Our vision is supported by goals focused on sustainability, resources, communication and education, partnerships, and system and infrastructure. While the goals are interconnected and interdependent, each goal will be reached through specific and measurable objectives and accompanying actions. This collection of vision, goals, objectives and actions creates the framework that guides our work.

GOALS
OBJECTIVES
ACTIONS

Sustainability Goal:	Resources Goal:	Communication and Education Goal:	Partnerships Goal:	System and Infrastructure Goal:
Implement economically feasible and sustainable waste management practices.	Identify fiscally responsible, self-sustaining funding and other resources for an integrated SHWM system.	Empower communities to help transform our solid and hazardous waste management system through inclusive collaboration, accessible communication and meaningful education.	Foster strong working relationships among the agencies and partners responsible for managing the solid and hazardous waste system.	Provide the infrastructure and other resources to meet our growing solid waste needs.
S1:	R1:	CE1:	P1:	SI1:
Reduce waste and improve recycling effectiveness.	Develop plans for securing adequate funding and resources to build, operate and maintain a solid and hazardous waste management system for the next 20 years.	Proactively engage and collaborate with impacted stakeholders (including businesses, residents, and agencies) to make informed decisions and improve our recycling and solid waste system.	Support collaboration and coordination across key partners, stakeholders and community members in Pierce County.	Regularly assess and identify future system expansion needs, improve services and address impacts.
S2:		CE2:		SI2:
Protect the environment and human health by reducing GHG emissions and delivering solid waste services.		Ensure any communications regarding the solid waste management system are clear and accessible to all people.		Collaborate with LRI to determine where new facilities are needed and how these facilities could be developed.
S3:	R2:	CE3:		SI3:
Make the solid and hazardous waste system more accessible and equitable for all Pierce County customers.	Develop systems and strategies for prioritizing what services should be provided, how they are to be funded and resourced, and recognize and respond quickly to rising costs due to unforeseen conditions.	Establish meaningful topics of education that enable participants to better understand and engage in the solid and hazardous waste system.		Develop a Pierce County Illegal Dumping and Littering Reduction Action Plan.

The following table identifies recommended actions documented throughout the plan’s chapters, including their anticipated implementation schedule and lead agency. Each action fits within our framework of goals, as indicated by the related plan objective. Each action is deemed an important step toward achieving successful

implementation and advancing the principles embodied in the plan’s vision: to improve outcomes for social and racial equity, prevent pollution, and promote resilience in the face of changing conditions. Recommended actions are contingent on funding.

Timing	Short-term	2021-2022
	Mid-term	2022-2025
	Long-term	2025+

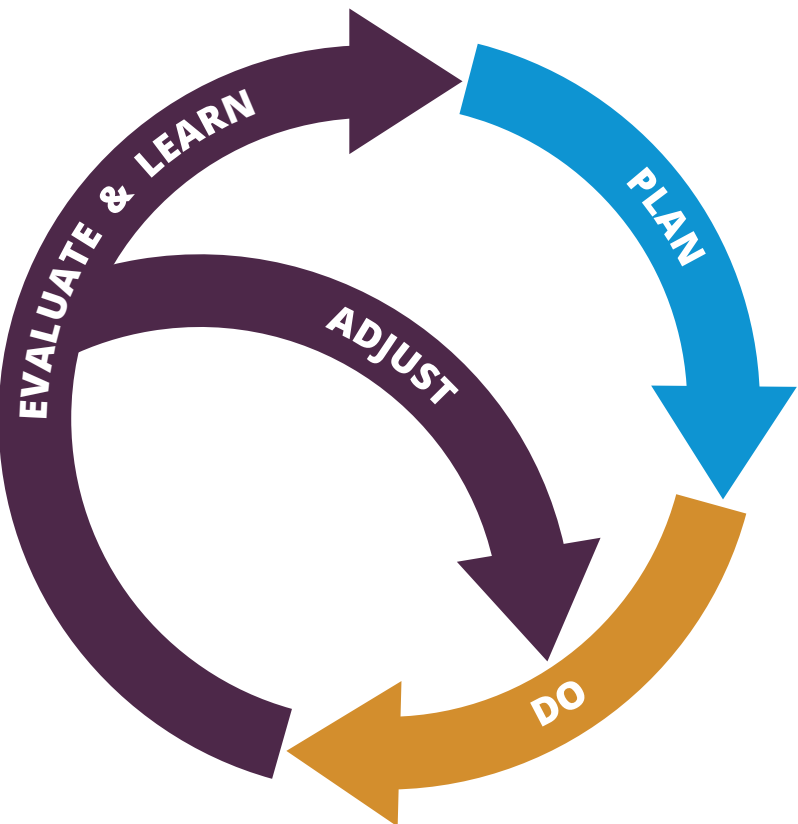
Actions	Chapter	Timing	Objective	Agency Leads and Partners
Administration Action 1: Assess funding, including current funding sources, grants, rates and fees, for different areas of the system on an annual basis to recommend potential improvements.	Administration	Short and ongoing	R1	Pierce County City of Tacoma
Administration Action 2: Explore potential EPR legislation to ensure it works for Pierce County.	Administration	Mid	R1	Pierce County City of Tacoma Contract Partners
Administration Action 3: Convene a stakeholder roundtable to conduct periodic reporting, review and discussion of system waste stream trends; identify additional actions and improvements for services; address adjustments for system or market conditions; and perform resource planning.	Administration	Short and ongoing	R2	Pierce County City of Tacoma Contract Partners
Administration Action 4: Employ Pierce County measurement tool to evaluate, compare and inform decisions on priority projects and programs; update to include GHG, equity, and other criteria.	Administration	Short and ongoing	R2	Pierce County
Administration Action 5: Actively recruit Solid Waste Advisory Committee (SWAC) members to ensure broader representation, particularly from Black, Indigenous and people of color (BIPOC), low-income, and other underserved communities.	Administration	Short and ongoing	P1	Pierce County
Administration Action 6: Develop, recommend, and promote a discounted garbage rate or a more equitable community cleanup program by 2022.	Administration	Short and ongoing	S3	Pierce County
Administration Action 7: The Pierce County Planning and Public Works Department, Sheriff’s Department, and other appropriate entities are to collaboratively develop a plan with strategies to help remove, prevent, and reduce illegal dumping and littering, and to improve current enforcement and clean-up efforts.	Administration	Mid	SI3	Pierce County

Actions	Chapter	Timing	Objective	Agency Leads and Partners
Public Outreach Action 1: Regularly evaluate outreach programs for effectiveness using both quantitative (e.g., website visitors, number of mailed materials, surveys) and qualitative (e.g., interviews, storytelling) data.	Public Outreach	Short and ongoing	CE1	Pierce County City of Tacoma Tacoma-Pierce County Health Department
Public Outreach Action 2: Expand technical assistance through education and resources to multi-family customers and large-volume-generating commercial customers.	Public Outreach	Short and ongoing	CE1	Pierce County City of Tacoma
Public Outreach Action 3: Engage with and invest in underrepresented and underserved communities. Partner with other public, private, and non-profit entities as appropriate to reach multicultural communities.	Public Education	Short and ongoing	CE1	Pierce County City of Tacoma
Public Outreach Action 4: Explore new techniques to reach targeted audiences and obtain public input.	Public Outreach	Short and ongoing	CE2	Pierce County City of Tacoma
Public Outreach Action 5: Develop targeted campaigns to promote waste reduction, recycling materials with the highest GHG reduction impact and keeping recyclable materials out of the landfill.	Public Outreach	Short and ongoing	CE3	Pierce County City of Tacoma
Waste Reduction Action 1: Support legislation at the state-level (e.g., legislative agenda for council) that promotes packaging with the lowest lifecycle GHG emissions.	Waste Reduction	Mid	S2	Pierce County
Recycling Action 1: Develop new metrics by 2025 that prioritize GHG emissions reduction rather than diversion tonnage (recycling diverted from the waste stream going to the landfill).	Recycling	Mid	S2	Pierce County
Recycling Action 2: Support and promote efforts throughout Pierce County to build a more circular economy and encourage businesses to use waste produced from one industry as raw materials for another industry (industrial symbiosis) through tools such as the Washington Materials Marketplace .	Recycling	Mid	SI1	Pierce County
Recycling Action 3: Increase commercial recycling participation by improving the current business technical assistance program.	Recycling	Mid	SI1	Pierce County

Actions	Chapter	Timing	Objective	Agency Leads and Partners
Organics Action 1: Determine options and recommendations, including GHG analysis, for residential and commercial food waste subsidies, fees, and disposal.	Organics	Mid	SI1	Pierce County City of Tacoma Contract partners
Organics Action 2: Review and adopt system and infrastructure best practices once the Washington State Food Waste Reduction Plan/Use Food Well Plan is released.	Organics	Short	SI1	Pierce County City of Tacoma
Organics Action 3: Maximize the amount of GHG captured at the LRI landfill.	Organics	Mid	S2	Pierce County Contract partners
MRW Action 1: Survey Moderate Risk Waste (MRW) customers and businesses on service and needs.	Moderate Risk Waste	Short, mid, and ongoing	S3	Tacoma-Pierce County Health Department
MRW Action 2: Actively promote EPR programs at MRW facilities.	Moderate Risk Waste	Short, mid, and ongoing	S3	Tacoma-Pierce County Health Department Pierce County City of Tacoma Contract partners
MRW Action 3: Ensure annual waste trends analysis identifies and classifies MRW making it to landfill.	Moderate Risk Waste	Short and ongoing	S3	Tacoma-Pierce County Health Department Pierce County
MRW Action 4: Review scope and scale of regional MRW programs and services.	Moderate Risk Waste	Mid, and ongoing	S3	Tacoma-Pierce County Health Department
MRW Action 5: Review regional MRW funding and funding sources.	Moderate Risk Waste	Mid	R1	Tacoma-Pierce County Health Department
MRW Action 6: Continue to implement education programs and develop new resources to educate residents and businesses on toxic reduction and MRWs, including a potential standalone website for Pierce County Hazardous Waste Program.	Moderate Risk Waste	Short, mid, and ongoing	CE3	Tacoma-Pierce County Health Department

Actions	Chapter	Timing	Objective	Agency Leads and Partners
MRW Action 7: Continue to track and support federal, state and local legislation that reduces use of toxic materials and supports EPR initiatives.	Moderate Risk Waste	Short and ongoing	P1	Tacoma-Pierce County Health Department
Miscellaneous Waste Action 1: Work with stakeholders to increase salvage, reuse, and recycling of construction and demolition debris (major contributor to GHG emissions in the solid waste management system).	Miscellaneous Waste	Short and ongoing	S2	Pierce County
Collection Action 1: Develop a plan (including tasks and an implementation timeline) by 2025 for lowest GHG collection, disposal, and transport of Miscellaneous Solid Waste (MSW) in collaboration with contract partners.	Collection	Mid	S2	Pierce County City of Tacoma Contract partners
Collection Action 2: Improve access to solid waste and recycling facilities at new commercial and multi-family developments by incorporating design standards into the Pierce County Code and possibly integrating hauler review into the permitting process.	Collection	Short and ongoing	SI1	Pierce County City of Tacoma
Collection Action 3: Research community needs, conduct policy analysis and report findings to inform a recommendation for level of service ordinance for multi-family residences by 2023.	Collection	Mid	S3	Pierce County
Transfer and Disposal Action 1: Meet at least twice annually to evaluate options and preferred strategies for planning and developing infrastructure for the transport and disposal of waste after the closure of the LRI County landfill at LRI landfill.	Transfer and Disposal	Mid	SI2	Pierce County City of Tacoma
Transfer and Disposal Action 2: Work together to divert waste by rail to maximize the landfill's life.	Transfer and Disposal	Mid and long	SI2	Pierce County Contract partners
Transfer and Disposal Action 3: Evaluate options to meet transfer station capacity across Pierce County.	Transfer and Disposal	Mid	SI1	Pierce County Contract partners

The Adaptive Management Cycle



Plan Governance and Adaptation

Ongoing management of the plan and accountability among partners are critical to successful implementation. Actions will be tracked and monitored for progress toward each of the defined goal areas. In addition, several actions call for baseline assessments or data gathering to better understand solid waste system conditions and evaluate options to inform effective improvements. A venue for ongoing collaboration among partners will help ensure the actions identified in the plan are regularly considered and adapted, as needed.

Stakeholder Roundtable

A stakeholder roundtable will be formed with representation from Pierce County, the City of Tacoma, and contract partners to meet periodically to share updates on the state of the solid and local hazardous waste systems, to conduct reporting and review of actions identified in the SHWMP, and to further collaborate on system improvements. Areas of focus for this forum include:

- Review of SHWMP progress on actions, annual work plans, and emerging policy needs.
- Presentations of current waste audit and other survey data, future trends/market conditions analysis, and discussion of population growth and demographics, equity indices, and other factors.
- Periodic review of materials included in recycling programs to make sure products are economically feasible to be recycled and reduce environmental impacts.
- Improvements to programming and facilities related to municipal solid waste, recyclables, organics (both food and yard waste), moderate risk waste and miscellaneous waste streams.
- Funding and resource planning, including current funding sources, rates, and fees for different areas of the system.
- Defining minimum or “essential” services to document the hierarchy of solid waste management services to be maintained and how resources should be distributed in the event of unforeseen conditions.
- Monitoring and reporting on relevant state and federal legislation, as well as policy developments in other communities that may advance Pierce County’s goals.

Results of condition and trends analyses or recommendations resulting from the stakeholder roundtable sessions should be summarized and shared with the Pierce County Solid Waste Advisory Committee (SWAC) and published for community review and education.



The roundtable mechanism may also be used to address emerging conditions and convened upon request of any of the principal partners (Pierce County Sustainability Resources administrator, City of Tacoma Solid Waste Management division manager, LRI District Manager, LeMay/Murrey’s/UP Refuse managers). For example, during China’s National Sword market crisis of 2018, partners convened to discuss and make decisions around their collective response in a rapid manner. This flexibility to address emerging issues in real time is critical to the resilience of the solid waste system and plan adaptation.



Chapter 1: Administration





1.1 Introduction

As described in much more detail in the [2000 Plan](#), Pierce County privatized its waste disposal system in 1977 when four local waste haulers purchased the Hidden Valley Landfill which the County had been operating (but never owned) for at least a decade. At the same time, the County contracted with the consortium of haulers to operate county-owned transfer sites. With the private sector running facilities, the Tacoma-Pierce County Health Department managing environmental controls, and Pierce County having no state-authorized role in waste collection, it was not until the late 1980s that Pierce County formed an agency to manage waste.

The 2000 Plan was adopted by Pierce County, the City of Tacoma and all cities and towns. After adopting the plan, cities and towns then entered into interlocal agreements with the County for planning and management services. Both the Pierce County Council and the Tacoma City Council will adopt the 2021 plan. The other cities and towns will concur with the changes through a resolution or letter of concurrence.

1.2 Conditions Assessment

1.2.1 Agencies and Organizations – Three Management Systems

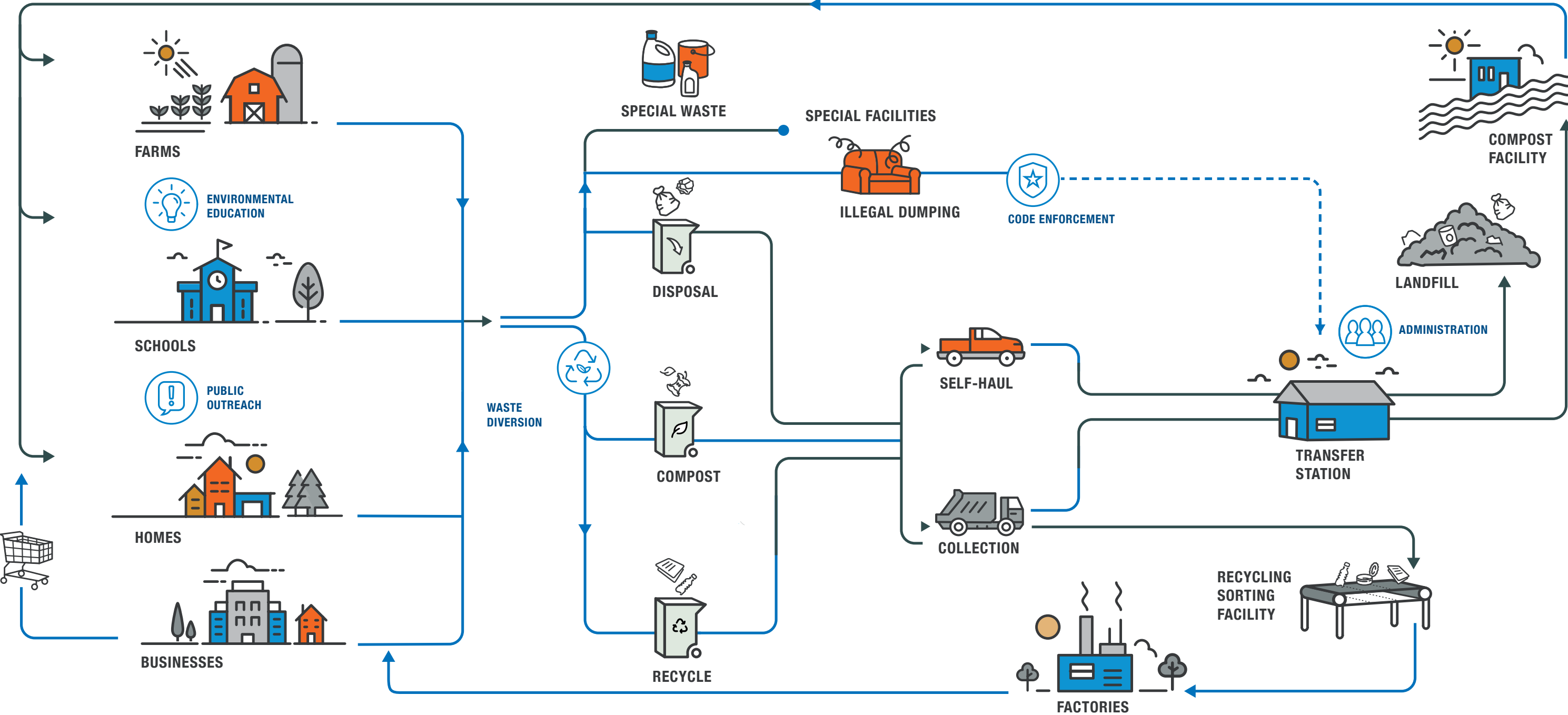
The three solid waste management systems are 1) Pierce County 2) City of Tacoma 3) Joint Base Lewis-McChord (JBLM). Pierce County and the City of Tacoma coordinate activities with the military, which has its own solid waste system and solid waste management plan. This is referred to as the JBLM system and falls under the Washington Utilities and Transportation Commission’s (WUTC) jurisdiction. Tribal lands that are in Pierce County are included in the Pierce County solid waste management system.

In 2016, Pierce County released a [Solid Waste Management Plan Supplement](#) to the 2000 Plan that represented a refreshed effort to build upon the County’s many successes and to tackle some of the biggest challenges in solid waste.

Chapter 1: Administration |

This graphic illustrates different components of Pierce County's interconnected solid and hazardous waste management systems and their relationship to residential, business, and other sectors; the role of programming for

education and outreach; the collection, transfer and disposal of different waste streams; and the relationship to administration and code enforcement.





1.2.2 City of Tacoma

The [City of Tacoma's Environmental Services Department Solid Waste Management Division](#) provides solid waste management services under the direction of the Tacoma City Council for all residents and businesses within Tacoma city limits. These services include municipally owned and operated residential and commercial curbside collection systems for garbage, recycling, yard and food waste; a public recycling center; a household hazardous waste facility; and a transfer station.

The City of Tacoma has the following contracts for processing, and sale or disposal, of various material streams:

- **Municipal Solid Waste** – contract with Waste Connections/LRI for landfill disposal of municipal solid waste. Effective through February 1, 2030. Pierce County Recycling, Composting and Disposal, doing business as Land Recovery, Inc. (LRI), and owned by parent company Waste Connections, is an integrated solid waste management services company that provides transfer, disposal, composting and landfill services across Pierce County.
- **Recyclables** – contract with Waste Management (dba JMK Fibers) for processing, marketing and shipping of commingled recyclables and old corrugated containers (OCC). Effective through July 31, 2026.
- **Organics** – contract with Waste Connections (dba LRI) for composting and marketing of organic yard and food waste. Effective through November 30, 2022.



1.2.3 Pierce County

The Pierce County Planning and Public Works Department (PPW) Sustainable Resources Division is the Pierce County government agency charged with solid waste and recycling planning for the Pierce County management system. This system serves the unincorporated areas of the County as well as cities and towns which have interlocal agreements to participate in the County’s disposal system. This is referred to as the County system. (Note: while having territory and population within Pierce County, the cities of Auburn and Pacific are wholly in the King County solid waste system. The City of Enumclaw has territory but no population in Pierce County, and is also in the King County system. Conversely, the King County portion of Milton is in the Pierce County system.)

1.2.4 Tacoma-Pierce County Health Department (TPCHD)

This agency, which is separate from County government, administers the solid waste permit process to ensure all solid waste handling activities comply with state and local codes and ordinances. It is referred to as the Health Department or TPCHD.

1.2.5 Washington State Department of Ecology

This state agency is responsible for final approval of this plan, state waste regulations and the state solid and hazardous waste management plan. It is sometimes referred to as Ecology. Washington’s 2015 Solid Waste Management Plan revision is called “Moving Washington Beyond Waste and Toxics” and includes longterm strategies to systematically reduce waste and use of toxic substances. The state plan is currently being updated. The first comment period was in winter 2020/2021. Currently, edits are being incorporated for the release of a second draft.

1.2.6 Pierce County Solid Waste Advisory Committee (SWAC)

The Pierce County Solid Waste Advisory Committee (SWAC) serves in an advisory and technical capacity to the Pierce County Council and PPW on matters relating to management of recycling services and solid waste disposal. SWAC members are community members, members of public interest groups, professionals from the business community, operators of solid waste collection and recycling companies, and representatives of local governments. For a description of how the SWAC was involved in the creation of the SHWMP, see *Appendix B*.

The County plans to revise SWAC operating guidelines on an annual basis to ensure a meaningful, transparent, and effective process, while continuing to meet the state guidelines for SWACs. Pierce County also plans to maintain a schedule of regular updates at SWAC from diverse solid waste partners (Ecology, WRRRA, WSRA, WACSWM, etc.) in Pierce County, including relevant information from regional and state industry meetings. Pierce County will annually update SWAC on SHWMP progress.

1.2.7 City of Tacoma Environmental Services Commission

The [Environmental Services Commission](#) (ESC) was created to review and make recommendations to the City Council, City Manager and City staff on wastewater, surface water and solid waste rates and rate structures, as well as services, policies and programs developed by Environmental Services.

The ESC’s 15 members represent a cross section of Tacoma’s residential, business and regulatory communities. The commission has 13 voting members and two ex-officio non-voting members, all appointed by the city manager. Membership includes representatives from large and small businesses, developers, government entities, multi- and singlefamily residents, regulatory agencies and other groups.

1.2.8 Tacoma-Pierce County Interlocal Agreements

The City of Tacoma and Pierce County entered an interlocal agreement in January 2011 to formalize their partnership for the purposes of developing and operating under a joint Solid Waste Management Plan (SWMP) for the state. The agreement was set to expire at the end of 2020, however, the development of the new 20-year SWMP is in process, and is anticipated to be completed in 2021. The agreement was amended to extend the term one year, to the end of 2021, to allow the plan update to be completed. Then, a new agreement or amendment can be developed with a more thorough update based on the new SWMP.

The City of Tacoma and Pierce County have an interlocal agreement to allow Pierce County residents to use the City of Tacoma’s Household Hazardous Waste facility to coordinate and consolidate household hazardous waste collection in Pierce County. The current agreement, which expires at the end of 2022, establishes a mechanism for Pierce County to reimburse the City of Tacoma for the costs of services provided to Pierce County residential customers.

1.2.9 City of Tacoma Capital Facilities

The City of Tacoma prepares a six-year Capital Facilities plan that develops a budget and allocates funding resources for new construction and improvements of capital facilities and procurement of vehicles and equipment. This plan is updated every two years in the biennial budget process. A link to the most recent CFP is in *Appendix S*.

1.2.10 Pierce County Capital Facilities

Pierce County and LRI work together annually during the rate setting period to agree on needed capital facilities improvements. Pierce County is responsible for paying for improvements at County-owned facilities and LRI is responsible for improvements at their own facilities. The six-year Capital Facilities plan is in *Appendix S*.

1.2.11 Permitting and Enforcement

In 2016 Pierce County took over residential solid waste enforcement. The Health Department provides enforcement for permitted and permit exempt solid waste handling facilities.

For a full list of operators and service areas see *Appendix D*, as well as further discussion in the *Collection* chapter.

1.2.12 Service Providers

Curbside garbage and recycling service is provided by three private companies in Pierce County and depends on location. Residents can find their service provider on Pierce County's [Curbside Recycling & Garbage Service webpage](#).

1.2.13 Regional Planning

Pierce County has begun working with other counties through the Washington Association of Counties Solid Waste Management initiative. This will help Pierce County share our own expertise as an early adopter and take advantage of new processes and programs being used by other counties. Pierce County and the City of Tacoma can also participate in harmonizing systems in use across the state to give more people access to the best programs. Pierce County will continue to communicate with the cities and towns in our solid waste system to improve regional solid waste services.



1.3 Tipping Fee

The tipping fee is the rate charged per ton of municipal solid waste (MSW) in the County solid waste system. The fee is made up of five components and a County program cost. The tipping fee covers: the costs of MSW transportation; recycling; operation & maintenance of the LRI landfill; operation & maintenance of all County-owned and Company owned facilities; plus long-haul procurement. Note that the tipping fee is distinct from the hauler fee, discussed in the *Collection* chapter.

Component A - Transfer Facilities, Recycling, and Transportation Services

Component A covers the cost for all system material that is transported from a transfer facility to the County landfill or to an out-of-county landfill through an intermodal facility. This component is based on annual County system MSW tonnage. There is also a cost-of-living adjustment to this component each year.

Component B - County Diversion Program

Component B covers the cost to compost all diversion material (primarily yard waste) that comes into a transfer station. This

component is based on the annual system diversion material tonnage (primarily yard waste) and the annual system MSW tonnage. This component also has a cost-of-living adjustment.

Component C - Disposal Services

Component C covers the cost of final disposal of all county MSW. The calculation for this is like that of Component A in which both system tonnage and cost of living are factored in.

Component D - Community Solid Waste Reduction and Support Programs

Component D covers the costs associated with litter and cleanup programs, HHW, emergency management, environmental management programs, research & development, annual debit/credit card adjustments, and facility improvements.

Component E - Education & Community Outreach

Component E covers the creation of an education and outreach facility at Hidden Valley transfer station. This component has not been implemented.

The County Program Cost

The County program cost covers the programs implemented by Pierce County Planning and Public Works. These programs include Waste Reduction & Recycling, Sustainability, Environmental Education and Code Enforcement.

The County tipping fee has increased every year over the past five years at the same rate as Pierce County's population. To mitigate the effects of this growth, the County is working on new programs and ways to market existing programs to help with waste reduction. The County has also seen an increase in yard waste disposal. The County has always taken yard waste for free and therefore yard waste growth rates have doubled those of garbage. The County is working on changing that trend to help reduce the overall tipping fee.

Table 1. County Tipping Fee

	Mar '17 - Feb '18	Mar '18 - Feb '19	Mar '19 - Feb '20	Mar '20 - Feb '21	Mar '21 - Feb '22
Component A	\$ 45.99	\$47.30	\$48.84	\$50.01	\$50.89
Component B	\$ 34.55	\$35.21	\$37.19	\$38.70	\$35.61
Component C	\$ 58.60	\$60.53	\$63.80	\$62.37	\$64.58
Component D	\$ 1.54	\$1.64	\$1.26	\$1.55	\$2.18
County Program Cost	\$ 12.80	\$12.70	\$13.25	\$14.75	\$15.25
Tipping Fee Total	\$ 153.48	\$157.38	\$164.34	\$167.38	\$168.51



1.4 Planning Issues

What changes will be needed when the County's current waste handling contract expires?

Pierce County's current waste handling agreement with LRI ends in 2036. This agreement includes the collection system, transfer and disposal operations and infrastructure, and customer service and billing. The landfill in Pierce County is owned and operated by LRI and a key element of this agreement. The landfill may close before 2036, depending on economic and population growth and waste generation rates. Changes to the waste handling may be required.

Renewing or replacing a long-term waste handling agreement is a challenging undertaking, but also offers opportunities for change. Planning for this process should start many years before the current contract expires.

Should Pierce County and the City of Tacoma partner on a new waste disposal contract in preparation for the eventual closure of the existing LRI landfill in Pierce County?

The LRI landfill has been a valuable and reliable resource for waste disposal for both the County and the City of Tacoma for many decades. However, this landfill is projected to be filled and closed sometime during the 20-year term of this SHWMP. There may be

advantages - such as economies of scale and shared infrastructure in procuring a new waste disposal contract. Pierce County and the City of Tacoma should begin evaluating if a shared contract is viable, and if so, what is the desired timeline, process, and structure for this procurement.

What will future supplements address and how will they be affected by changes in the waste handling agreements?

The end of Pierce County's current waste handling agreement and the opportunity for the City of Tacoma and Pierce County to partner on a new long-term disposal contract could significantly change elements of the County's SHWMP. The timing and scope of these changes should be addressed in future supplements to the SHWMP as they develop.

How will Pierce County fund programmatic needs for solid waste?

In 2008, Pierce County and LRI negotiated a 25-year waste handling agreement. Until December 2036, LRI will provide waste disposal services to Pierce County and access to the Hidden Valley Transfer Station. The company will also operate the County-owned yard waste composting facility and the County's four publicly owned transfer stations. LRI will remit a portion of tipping fees to Pierce County for use in programs including education, recycling, and administration (i.e., the County administrative cost component of the tipping fee). In addition, Pierce County has recently created a new Sustainability 2030 plan that identifies many solid waste concerns and areas of improvement. An increase in funding and creation of a sustainable funding source would help reach the goals outlined in the sustainability plan. If Pierce County and LRI fail to maintain the current waste handling agreement, or if Pierce County is unable to negotiate a contract with a disposal vendor that provides for a sharing of tipping fee revenue to benefit County programs, the County will need to explore alternative means to fund core solid waste management programs.

Alternatives Include:

- **Explore using the Solid Waste Collection surcharge:** State law authorizes counties to impose fees on solid waste collection services. The revenue generated by this fee, which the County Council can set for customers within unincorporated Pierce County, can fund the "administration and planning expenses that may be incurred by the County in complying with the requirements in 70A.205.045." (RCW 36.58.045) Pierce County could set a per-customer fee to fund just Sustainable Resources Division management functions or expand the scope of the fee to offset some of the costs of County-owned facilities. City of Tacoma residents and self-haulers to facilities not owned by Pierce County would not pay the fee. To overcome these obstacles, Pierce County could consider expanding the base of fee-paying customers by forming a solid waste collection district (see additional detail, below) and/or request the cities and towns to impose an equal surcharge within their jurisdictions.
- **Set tipping fees so transfer stations pay for themselves:** To avoid having ratepayers in one part of Pierce County subsidize transfer stations they don't use, the County could set tipping fees at each transfer station that would more accurately reflect the specific costs of each facility. Alternatively, Pierce County may have to consider privatizing or closing the transfer stations.
- **Form a Solid Waste Disposal District:** A solid waste disposal district is a governmental entity authorized by RCW 38.58. Disposal districts may collect taxes to fund solid waste disposal activities. Cities and towns may choose to participate in a disposal district formed by Pierce County, but state law places all administrative and legislative control of such a district under the County Council.
- **Use General Fund for Code Enforcement:** Find another revenue source for the code enforcement program by way of the general fund and use the funds collected for solid waste and sustainability programming.

1.5 Actions	
➔	Administration Action 1: Assess funding, including current funding sources, grants, rates and fees, for different areas of the system on an annual basis to recommend potential improvements.
➔	Administration Action 2: Explore potential Extended Producer Responsibility (EPR) legislation to ensure it works for Pierce County.
➔	Administration Action 3: Convene stakeholder roundtable to conduct periodic reporting, review and discussion of system waste stream trends; identify additional actions and improvements for services; address adjustments for system or market conditions; and perform resource planning.
➔	Administration Action 4: Employ Pierce County’s measurement tool to evaluate, compare and inform decisions on priority projects and programs; update to include greenhouse gas reduction, equity, and other criteria.
➔	Administration Action 5: Employ Pierce County’s measurement tool to evaluate, compare and inform decisions on priority projects and programs; update to include greenhouse gas reduction, equity, and other criteria.
➔	Administration Action 6: Develop, recommend, and promote a discounted garbage rate or a more equitable community cleanup program by 2022.
➔	Administration Action 7: The Pierce County Planning and Public Works Department, Sheriff’s Department, and other appropriate entities are to collaboratively develop a plan with strategies to help remove, prevent, and reduce illegal dumping and littering, and to improve current enforcement and clean-up efforts.

Chapter 2: The Planning Area



2.1 Introduction

This chapter discusses the geography, demographics, population and waste streams related to Pierce County's solid waste system. As discussed in the Administration chapter, solid and hazardous waste in incorporated and unincorporated areas of Pierce County are managed under several different and coordinated sub-systems.

2.1.1 Relationship to Growth Management

At the same time the Pierce County Council adopts, amends or supplements the Tacoma-Pierce County Solid and Hazardous Waste Management Plan, they will also codify the plan in two locations: as chapter 8.28 within the Health and Welfare title of the County Code; and as chapter 19D.90 as a planning document related to the Comprehensive Plan for Pierce County.

As such, the Tacoma-Pierce County Solid and Hazardous Waste Management Plan must build upon, and be consistent with high-level policy described by two goals found in the Utilities Element of the Comprehensive Plan:

- Provide reliable and cost-effective service as detailed in the most recent update of the Tacoma-Pierce County Solid Waste Management Plan.
- Support efforts to reduce solid waste and increase recycling and diversion of waste to assure disposal capacity, reduce emissions and prevent pollution.

Pierce County also provides for the development and adoption of community plans, some of which also include policy objectives relating to waste reduction and recycling, the siting of solid waste and recycling facilities, and enforcement issues. Public Works staff participation in comprehensive plan and community plan updates helps ensure consistency between planning documents and ensure that solid waste and recycling facilities develop to meet the need of changing and growing populations.

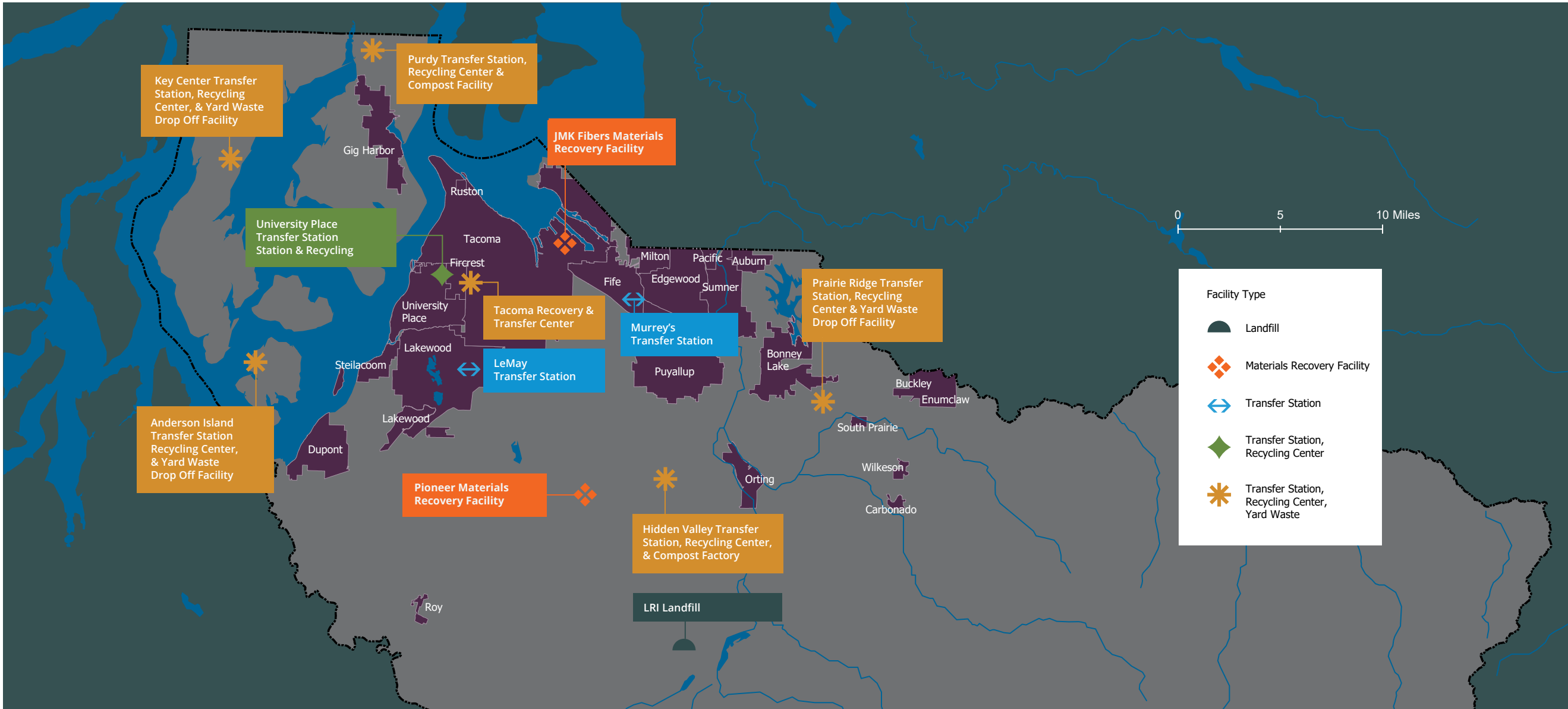


2.2 Conditions Assessment

During the last 20 years, Pierce County has grown by 32% with a much higher rate during the last decade. That growth has a significant impact on the solid waste system and how Pierce County and City of Tacoma will manage it over the next 20 years. Pierce County is using a forecast of 35% growth over the life of this Solid and Hazardous Waste Management Plan,

which will add over 240,000 new residents to the system. Pierce County and the City of Tacoma will both need to look at changes to infrastructure, system improvements, reduction programs, and new recycling markets to maximize the life of the Pierce County landfill.

Map: Community/land use context



With continued growth in population comes a growth in housing. Currently, Pierce County housing is 75% single family. Multifamily housing is increasing every year as incorporated areas and the Urban Growth Area’s (UGA) have less land for development. The housing trend looks to continue in that manner. Since 2000, housing has increased by 30%, and over the next 20 years that rate should stay consistent, leading to as many as 80,000 new residences. The high demand for housing in Pierce County is reflected in a 5% vacancy rate, down from 6.5% in 2000. As multifamily housing is added, Pierce County must have new infrastructure and programs in place to support it.

Pierce County has become much more diverse over the last 20 years as well, and population data should be used in determining how to prioritize improvements. Factors like age and wealth affect how communities relate to the solid and hazardous waste system. Today, almost 25% of the population is under 18 and 15% is over 65. The overall poverty rate in the County is 10.5%.

2.2.1 Quantity and Characterization of Solid Waste

For three weeks each summer, Pierce County staff sorts through the County’s garbage to get a better understanding of exactly what goes into the landfill and to track how it changes over time. The Waste Trends Analysis (WTA) captures just how much garbage going into the landfill from homes and businesses could be reduced, reused or recycled. The data collected, when combined with customer feedback and information from other regional studies, is critical source of data for evaluating system needs, and creating effective strategies for reducing waste and increasing recycling in Pierce County.

Based on data from the 2019 WTA (see Table 2), Pierce County produces 1,748 tons of solid waste per day. Approximately 25% of the total waste stream (or 500 tons per day) is garbage that cannot be diverted. However, remaining waste streams, including paper and cardboard, metal glass and plastics, food and yard waste, construction and demolition debris and other waste has significant recyclable content. Table 2 shows the proportion of these waste streams that is currently diverted for recycling or reuse, and what

Table 2. Where Pierce County Waste Goes Today (based on 2019 Waste Trends Analysis data)

Total Waste	1748 Tons/day			Diverted	Refused
Recyclables	1247 Tons/day	Plastic/Cardboard	8% 166 T/d	37% 62 T/d	63% 104 T/d
		Metal, Glass, Plastics	11% 213 T/d	9% 19 T/d	91% 194 T/d
		Textiles	3% 60 T/d	4% 2 T/d	96% 58 T/d
		Other	3% 63 T/d	4% 3 T/d	96% 60 T/d
		Organics	28% 572 T/d	66% 376 T/d	34% 196 T/d
		Construction & Demolition	22% 173 T/d	0% 0 T/d	100% 173 T/d
Trash	501 Tons/day	Non-Divertible	25% ww 501 T/d	0% 0 T/d	100% 501 T/d

continues to the landfill. WTA will continue to inform opportunities for diversion in specific waste streams. However, diversion rate is not the only measure of system performance or the best approach to understand impacts. For many years, Pierce County and the City of Tacoma have operated under the belief that diversion of materials from the landfill was always a good thing. For many years recyclables from developed countries were shipped to Asia in the hope that they would be recycled. Today, Pierce County and the City of Tacoma know better.

There must be a focus on the lowest GHG methods for dealing with waste. This additional measure may lead to the conclusion that some waste does not make sense to recycle and laws must be changed to either incentivize the purchase of recycled goods or allow them to go to the landfill. The years of relying on diversion rates and shipping

recyclables abroad must come to an end. Moving forward, the emphasis should be placed on end-of-life methods with the lowest emissions.

However, most of the emissions related to a product are released in the manufacturing process and not at the end of life. Education and outreach should be focused on reducing unnecessary products to limit waste creation and reduce GHGs. By the time a product gets to the solid waste system it is too late to do much about its environmental impact.

The SHWMP supports the state’s solid waste management plan and solid waste priorities. While the state plan is not yet finalized, we know from the first draft that Pierce County’s goals of shifting from measuring the recycling rate to focusing more on waste reduction aligns with Ecology’s goals.

Chapter 3: Public Outreach



3.1 Introduction

Pierce County has a history of strong and effective public outreach dating back to the first curbside recycling program established in 1990. In recent years, Pierce County has worked to share messaging that is simple, realistic, and transparent. Curbside recycling programs were designed to be convenient for consumers and past messaging urged participation and emphasized quantity, which enforced the notion that recycling was doing a good thing for the planet. Only recently, this narrative transitioned to highlighting the importance of quality of material over quantity in the bin.

In addition, the role that location plays in a recycling program has been overlooked. Nationwide recycling campaigns and product packaging claiming to be recyclable disregard the local aspect of recycling, which truly drives the entire program in a jurisdiction. This is especially important in Pierce County where many people are new to the area and may not be familiar with local recycling programs. Pierce County’s overall population also continues to grow (see chapter 2.2). Educating new and future residents about the local program is essential to recycling messaging.

Pierce County is continuing to improve outreach methods to include populations who have historically been underrepresented and underserved. 2021 was the first year that Pierce County Sustainable Resources provided educational materials in different languages. These efforts will continue so that messaging is accessible to all community members.

3.1.1 Coordination Efforts

As recycling markets shifted in the wake of China’s National Sword policy (refer to the Recycling chapter for more information), greater coordination between Pierce County and the City of Tacoma was needed when conducting education and outreach.

The goal of this coordination was to decrease confusion among residents who do not live their lives by jurisdictional boundaries. Staff from both entities’ solid waste and communications divisions have had larger discussions on harmonizing accepted materials lists, sharing of images for materials, and developing key talking points. Additionally, outreach staff from Pierce County and the City of Tacoma have identified opportunities for tabling side-by-side at events to share resources and have conversations with residents

about the differences in the two systems. As Pierce County and the City of Tacoma work to implement the new SHWMP, there will be further emphasis on collaboration and coordination across jurisdictions to increase clarity in communications to residents, reduce overall contamination in the recycling stream, and promote best practices for waste reduction.



The above recycling fliers are one example of how Pierce County and the City of Tacoma worked to improve cohesion in messaging about recycling. Nearly all images and terms are the same on the fliers, which has helped to reduce confusion for residents.

3.2 Conditions Assessment

Pierce County, the City of Tacoma and contract partners engage in multiple solid waste education activities for a broad range of customers and audiences. Table 3 provides a summary of these efforts. For a full list of Pierce County Public Education Programs, see *Appendix E*.

Program Lead	Name	Online Resource	In Person/Tangible Resource
Pierce County Education Efforts			
Sustainable Resources - Solid Waste Team	Recycling Website	√	
Sustainable Resources - Solid Waste Team	PCRecycle Mailbox and Phone Line	√	
Sustainable Resources	EarthMatters Newsletter	√	√
Sustainable Resources - Solid Waste Team	Mailings		√
Sustainable Resources - Environmental Education	School Programs	√	√
Sustainable Resources - Environmental Education	Community Programs	√	√
Sustainable Resources - Solid Waste Team	Social Media	√	
Sustainable Resources - Solid Waste Team	School Technical Assistance Program	√	√
Sustainable Resources - Solid Waste Team	Multifamily Support		√
Sustainable Resources - Solid Waste Team	Business Technical Assistance Program	√	√
Sustainable Resources	Event Tabling		√
Sustainable Resources - Solid Waste Team	Meet with Community Groups	√	√

Table 3. Pierce County Education Efforts

Table 3. Education Efforts (continued)

Program Lead	Name	Online Resource	In Person/Tangible Resource
Pierce County Education Efforts			
Waste Connections - LeMay	New Customer Welcome Kit		✓
Waste Connections - LeMay	Annual UTC Letter		✓
Waste Connections - LeMay	ReCollect - Materials Search + Schedule Finder	✓	
Waste Connections - LeMay	Facebook Page	✓	
Waste Connections - LeMay	Event Tabling		✓
Waste Connections - Murrey's	New Customer Welcome Kit		✓
Waste Connections - Murrey's	Annual UTC Letter		✓
Waste Connections - Murrey's	ReCollect - Materials Search + Schedule Finder	✓	
Waste Connections - Murrey's	Facebook Page	✓	
UP Refuse	Annual Calendar and Newsletter + Welcome Packet (New Customers)		✓
UP Refuse	Website	✓	
UP Refuse	Facebook Page	✓	

Table 3. Education Efforts (continued)

Program Lead	Name	Online Resource	In Person/Tangible Resource
City of Tacoma Education Efforts			
City of Tacoma - Solid Waste Management	Website	✓	
City of Tacoma - Environmental Services Department	EnviroTalk	✓	✓
City of Tacoma - SWM	Mailings		✓
City of Tacoma - SWM	Event Tabling		✓
City of Tacoma - Office of Environmental Policy and Sustainability	EnviroChallengers	✓	✓
City of Tacoma - SWM	Multifamily Support	✓	✓
City of Tacoma - SWM	Commercial Support	✓	✓
City of Tacoma - SWM	Community Group Meetings Presentations	✓	✓
City of Tacoma - SWM	Recycle Reset Community Ambassadors	✓	✓
City of Tacoma - SWM	Tagging and Lid Lifts		✓
City of Tacoma - SWM	Sort the Sound Waste Game	✓	



3.3 Planning Issues

How can we broaden and improve our reach?

It is imperative that Pierce County and the City of Tacoma identify the proper audiences when implementing education and outreach campaigns. In doing so, and by using appropriate communication channels, both entities will be able to reach the largest audience in their area with relevant information. In future planning, it is important to consider who we are trying to inform, why they are the target audience over others, and whether we are using communication channels and techniques that will resonate with that group. Additionally, Pierce County has unintentionally neglected populations by limiting aspects of our outreach materials and methods. As we work to build a more equitable Pierce County, it is important to continue working on expanding our reach and ensuring our materials are accessible to all people.ensuring our materials are accessible to all people.

Are we utilizing the most efficient and effective modes of communication?

In future planning for education and outreach efforts, it is necessary to understand how identified audiences want to receive communications from Pierce County and the City of Tacoma. We should continue to use internal resources for communications development and outreach efforts, but sometimes it will be necessary to work directly with communities that may receive communications differently than many of our residents and customers.

How do we incorporate lessons learned during the COVID-19 pandemic to balance virtual and in-person offerings?

The COVID-19 pandemic drastically changed the way we do our work. Education efforts that were once done in-person had to pivot to online platforms. Offering these opportunities online resulted in higher participation numbers and we learned that the online platform was sometimes more accessible and preferred to in-person classes. As we transition out of the pandemic and have the option to return to in-person offerings, we will want to consider if this is an efficient use of our resources or if residents are better served online.

How can we ensure our resources are being used effectively?

Pierce County and the City of Tacoma lend a lot of resources to their respective public outreach methods. To ensure time and money are being spent efficiently, we need to track the effectiveness of these efforts (when viable). Tracking this information can also contribute to making informed decisions around campaigns and will make it easier to identify where residents’ priorities lie compared to division priorities.

How can we encourage participation in educational opportunities and motivate residents to make personal changes?

We must consider how we can save people time and money to encourage their understanding and stewardship of the recycling program. Utilizing both positive (e.g. public recognition or saving money) or negative (e.g. additional fees or reporting requirements) reinforcement tools also improves our reach in the community.

How can we increase commercial recycling participation?

There are no minimum service requirements for commercial recycling in Pierce County. This leads to recyclable materials ending up in our landfill. Convincing businesses to recycle will take time and resources and needs to be a high priority to be effective. We would need to identify service gaps and better understand moderate-risk waste generation, use of services, convenience, value and accessibility.



3.4 Actions	
➔	Public Outreach Action 1: Regularly evaluate outreach programs for effectiveness using both quantitative (e.g. website visitors, number of mailed materials, surveys) and qualitative (e.g. interviews, storytelling) data.
➔	Public Outreach Action 2: Expand technical assistance through education and resources to multifamily and large volume-generating commercial customers.
➔	Public Outreach Action 3: Explore new techniques to reach targeted audiences and obtain public input.
➔	Public Outreach Action 4: Develop targeted campaigns to promote waste reduction, recycling materials with the highest GHG reduction impact and keeping recyclable materials out of the landfill.
➔	Public Outreach Action 5: Engage with and invest in underrepresented and underserved communities. Partner with other public, private, and non-profit entities as appropriate to reach multicultural communities.

Chapter 4: Waste Reduction



4.1 Introduction

Waste reduction is defined as actions taken to either reduce or completely prevent the generation of waste before it happens. Some further divide this term into categories such as: waste prevention, avoidance, and minimization. In this document, the term “reduction” includes these other categories. From a waste management perspective, waste reduction is one of the most effective ways to address waste issues. Reducing the amount of waste generated can lead to a decrease in costly disposal and recycling facilities, as well as collection programs to divert toxic or specialty materials.

Manufacturers can minimize waste through product design, using less packaging, and making products more durable and/or designed for recycling. Designing products in a way that minimizes their long-term environmental impacts is becoming increasingly prevalent. These principles are often termed product stewardship or extended producer responsibility (EPR), which is discussed further in the recycling chapter. Pierce County anticipates a statewide EPR legislation during the next 20 years. Implementation of EPR policies can have several benefits as they hold producers accountable rather than consumers.

Because we live in a linear economy, pursuing a low-waste lifestyle as a consumer comes with many challenges. The current system encourages unnecessary consumption and then leaves responsible disposal up to the individual with little to no direction. Pierce County and the City of Tacoma recognize that systemic change is necessary to redefine the system. However, by practicing conscious consumption, individuals can reduce their waste output. Some ways to practice conscious consumption include:

- 1. **Avoid single-use items.** Choose a durable option like a reusable shopping bag or travel mug for your groceries and coffee.
- 2. **Consider the packaging.** If you have an opportunity to purchase an item you need in a package that can be recycled curbside in your area, choose that.
- 3. **Purchase items made from recycled content.** Consumers drive the market.

Learn more tips for reducing waste on the [Pierce County website](#).





Pierce County recognizes that waste reduction practices tend to place responsibility on individual action of consumers rather than influence systemic change. Additionally, waste reduction practices have been a habit in many communities for hundreds of years – these important perspectives should be included in programs and messaging.

4.1.1 Life Cycle Analysis

One way to examine how different materials can contribute to GHG reduction is through a process known as life cycle analysis. This process attempts to capture the total amount of GHG emitted during the production, transportation, and end-of-life phases of various materials. Many life cycle analysis tools exclude the “use phase” from their analysis as there are too many variables to consider when thinking about what a consumer does with a material between purchasing it and disposing of it. Regardless, life cycle analysis tools can help waste management professionals make strategic decisions on how to manage materials based on their impact to GHG and, therefore, climate change.

The Environmental Protection Agency’s WARM Model is used by many waste management professionals and is similar to the life cycle analysis tool. This software allows professionals to input tonnages of different materials diverted from the landfill to get estimates of GHG emission reductions. This tool is somewhat limited because it does not account for a materials’ production phase, which often consumes the most energy and emits the most GHG. Another tool developed by the Oregon Department of Environmental Quality is the Waste Impact Calculator (WIC), which does consider production impacts on GHG emissions, as well as eight other indicators (e.g., energy demand, eutrophication, human toxicity). Like the WARM Model, the WIC allows professionals to input their own solid waste data in tons to generate an analysis of how various materials will impact the indicators at current or “optimal” levels.

Tools like the WIC can help Pierce County and the City of Tacoma determine how to allocate resources to improve recycling recovery and identify which materials would have greater impact from a waste reduction perspective. They also allow solid waste professionals to align waste management goals with their jurisdiction’s, and the State’s broader climate goals when both are measured in terms of GHG reduction. Pierce County and the City of Tacoma will continue to coordinate with Washington Department of Ecology to ensure that City and County goals are in alignment with the State’s materials management goals and that everyone is capturing similar metrics to allow for a meaningful comparison.

4.2 Conditions Assessment

Pierce County and the City of Tacoma support many waste reduction programs. Table 4 summarizes these efforts. For a detailed list of these programs, see *Appendix F*.



Table 4. Waste Reduction Programs

Program Lead	Name	Online Resource	In Person/Tangible Resource
Pierce County Education Efforts			
Sustainable Resources - Solid Waste Team	Reduce Waste Website	✓	
Sustainable Resources - Solid Waste Team	Waste Less Wednesday Tips	✓	
Sustainable Resources	Water Bottle Filling Station Grant Program		✓
Sustainable Resources - Solid Waste Team	Waste Reduction Actions in Sustainability 2030: Greenhouse Gas Reduction Plan	✓	
Sustainable Resources - Environmental Education	Waste Reduction Classes	✓	✓
Sustainable Resources - Environmental Education	What's for Dinner? Tips to Waste Less Food	✓	✓
City of Tacoma Waste Reduction Programs			
City of Tacoma – SWM and Office of Environmental Policy and Sustainability (OEPS)	Waste Free 253 Webpage	✓	
City of Tacoma – SWM and OEPS	Preventing Wasted Food	✓	✓
City of Tacoma – OEPS	Bring Your Own Mug (BYOM)	✓	✓
City of Tacoma – SWM and OEPS	Bring Your Own Bag (BYOB)	✓	✓
City of Tacoma, in partnership with Tacoma-Pierce County Health Department – OEPS	EnviroStars	✓	✓
City of Tacoma – OEPS	Waste Reduction Actions in Environmental Action Plan	✓	



4.3 Planning Issues

How do we transition our measuring methods away from diversion toward reduction?

Historically, the success of a recycling program has been determined by quantity rather than quality of materials. The onset of China’s National Sword policy provided an opportunity to reexamine our waste reduction and recycling messaging and highlighted a need to focus on quality over quantity while emphasizing the importance of waste reduction. To ensure we are aligned with the division’s priorities of reduction over diversion, we may need to choose new metrics to track that will inform our efforts going forward.

Are we ensuring that our waste reduction messaging is sensitive and inclusive to all Pierce County?

There is not a one-size-fits-all model for waste reduction strategies, and numerous factors must be considered to ensure equitable outcomes. Additionally, public education campaigns for waste reduction face challenges that may prevent effective behavior change and ultimately drain program resources. Not only are these campaigns difficult to measure, but also they must overcome a culture of consumerism. Successful waste reduction messaging accounts for sensitivity to financial situations, available resources, removing pressure from the individual consumer, etc.

How can we best support structural changes to recycling systems to ensure that manufacturers are held responsible for the waste they create?

As local government entities, Pierce County, the City of Tacoma and TPCHD are limited in how representatives can interact with the legislative process, but they can still evaluate legislation to prepare for how it may impact the community and operations, or align with broader organizational goals. Our first responsibility is to our residents and customers. It is important to consider how legislation at any level could impact operations or the services our customers receive.

Can we reinforce the fact that reusable options are safe in a post-COVID-19 world?

As many people became more aware of spreading germs, the safety of single-use plastics during a pandemic was a hot topic of discussion. There has also been a surge in single use items like masks and gloves contributing to increased contamination levels in recycling. Finally, with many people at home, there has been a massive increase in the amount of online shopping. These topics will need to be addressed in future messaging.



4.4 Actions

➔

Waste Reduction Action 1: Support legislation at the state level (e.g., legislative agenda for council) that promotes packaging with the lowest lifecycle GHG emissions.

For more food waste-related recommendations, please see the Organics chapter.

Chapter 5: Recycling



5.1 Introduction

True recycling happens when material is collected, sorted, and sold to reliable, consistent markets. For an item to be truly recycled, it must be remanufactured into a new product. Many items that are technically “recyclable” are not recycled for a variety of reasons: collection may be too complicated or expensive; sorting the material accurately with the existing processing technology might not be feasible; there may not be viable markets for the material; or the value of the material may not justify its collection and processing costs. The decision to recycle a material must consider economic, environmental, and societal impacts.

There are two main recycling systems in Pierce County. Collected recyclables from the City of Tacoma and Pierce County flow to two separate materials recovery facilities (MRFs) located in the County—JMK Fibers, operated by Waste Management and located in the Port of Tacoma, and Pioneer Recycling Services located in Frederickson. The City of Tacoma and Pierce County identify materials that are good candidates for recycling based on the likelihood of the material being truly recycled. The City of Tacoma and the private haulers providing service to the rest of the County, have a commingled recycling system. Recyclable materials are placed in one container (commingled) at a residence, business or other commercial establishment, such as a school or hospital. The recyclables are transported to a MRF where a combination of hand and mechanical sorting separates the different materials. They are then baled and transported to manufacturing plants.

When Pierce County transitioned to a commingled system in 2007, the County experienced a large increase in the amount of material collected. Customers find it more convenient to throw recyclables into one container rather than having to separate different materials into different recycling containers. The trade-offs of a commingled system, however, are two-fold: 1) certain recyclable materials, such as plastic bags and glass containers, cause problems at the MRF and 2) materials collected have a higher contamination rate, meaning that many items that are not accepted for recycling end up in the recycling.

In recent years, Pierce County and the City of Tacoma have worked together to make the systems more similar. This includes a recycling menu that is nearly identical, moving to a single stream commingled container, and creating glass drop-off locations to make it easier for residents to recycle anywhere in the County. The move towards harmonizing the systems is also leading Pierce County and the City of Tacoma to cross reference information about each system on websites and social media which improves access to accurate recycling information for all county residents.

Pierce County currently has a reduction and recycling recovery rate of 45%. With a harmonized system Pierce County believes it's possible to reach the County goal of 60% reduction and recycling in the next 20 years.



5.2 Conditions Assessment

5.2.1 China's National Sword Policy

For decades the world relied on China as the main buyer of its recyclables, but heavily contaminated recycling created vast environmental and public health concerns for China and other importing countries. China cracked down on this contamination by restricting imports of most recyclables, with global repercussions. As bales of sorted material piled up, local governments and solid waste companies faced rising costs. When no markets can be found,

much of the material collected for recycling must be landfilled. Washington's recycling system has been especially hurt, since according to the Department of Ecology more than 60% of our recycled material was shipped to China.

As a result of China's National Sword policy, Pierce County examined all the materials on the accepted materials list and removed only three in April of 2019: shredded paper, paper gable-top cartons, and plant pots. Because Pierce County has never accepted marginally recyclable items, the County was in a better position than many other jurisdictions. The attention China's National Sword brought to recycling highlighted how many items (particularly plastic items) people purchase that are not truly recyclable. Those items were never on our accepted materials list and contributed to contamination.

In response to China's National Sword, Washington State's short and long-term solutions have focused on the following key issues:

- Reducing recycling contamination
- Finding new buyers for Washington's recyclables
- Working with partners to develop domestic markets, educate consumers, and identify other improvements to Washington's recycling system.

In 2019, House Bill 1543 was signed into law to address sustainable recycling issues in Washington. The act created [The Recycling Development Center](#) to expand regional markets for recycled commodities and products, and it required the Department of Ecology to create and implement a statewide recycling contamination reduction and outreach plan (CROP) based on best management practices. The act also requires most counties in the state, including Pierce County, to include a CROP in their local solid waste management plans (SWMP). Pierce County's CROP is described later in this chapter, and can be found in its entirety in *Appendix H*.

5.2.2 Recycling Culture

While research shows that recycling is highly valued by many community members in Pierce County due to its ability to create jobs, protect the environment, and reduce garbage costs for customers, there are many cultural challenges that impact Pierce County and City of Tacoma staffs' ability to encourage waste reduction and proper recycling. In many parts of the United States, a culture of consumerism and convenience often contradicts waste reduction and recycling goals. Much of the economy is based on consumerism, and people help the economy by purchasing goods and services. Durable products often have expensive upfront costs that render products economically inaccessible for many community members, even if they would like to reduce their waste.

As society becomes even more connected, there is increased pressure to purchase products that encourage convenience and promote time saving qualities. Often these products come with packaging that is not recyclable and create waste. When speaking with residents and customers about waste reduction and recycling it is important to acknowledge the limitations of these efforts relative to that individual's current financial situation. Also, it is imperative that solid waste professionals in leadership positions identify opportunities to address the root causes of our community's inherent conflict between environmental action and the immense variety of products and packaging they are inundated with daily.

Geographic location also plays a critical role in residential curbside recycling programs. What is recyclable depends on your location and your area's access to viable recycling markets. This vital piece is overlooked by nationwide recycling campaigns and products marked by brands as recyclable, which may not be true locally. Pierce County and the City of Tacoma attempt to educate residents that recycling is local and that their program may differ from those outside of the County. However, it is not always easy for residents to adjust to a program that differs from what is familiar to them. With a military base and a rapidly growing population in Pierce County, it is especially important to emphasize the role of geographic location in a recycling program.

Finally, recycling has been promoted as an individual solution to a systemic problem. Looking ahead, the challenge of dealing with materials at end-of-life will likely shift from local waste systems to manufacturers.





5.2.3 Extended Producer Responsibility (EPR) or Product Stewardship

Product stewardship, sometimes called extended producer responsibility (EPR), is a philosophy and strategy where the manufacturer takes responsibility for managing its product and packaging throughout its whole life cycle. While others along the supply chain (suppliers, retailers and consumers) have roles and responsibilities, the producer has the greatest ability to minimize environmental, social and economic impacts. Numerous states have passed product stewardship legislation shifting the responsibility for the safe collection, transportation, and management of products (particularly those with hazardous waste) away from local governments and to the manufacturers.

E-Cycle Washington, LightRecycle Washington, and PaintCare are three product stewardship programs in Washington that stem from this type of legislation. The state is currently considering comprehensive EPR

legislation that would dramatically shift the financial responsibility away from local governments to producers and manufacturers of paper and packaging products. This type of legislation would immensely impact the financial structure and governance of the State’s recycling system, but could impact Pierce County and the City of Tacoma slightly differently.

Legislation introduced in the 2021 Washington State Legislature did not become law, but it would have primarily impacted Pierce County through the contract negotiation process with its haulers. There would have been a standardized list of accepted materials across the state and an organization of paper and packaging producers would be reimbursing the haulers for their operations at a “reasonable” level. There would have been state oversight by Department of Ecology, statewide communications and educational materials, statewide collection mandates for certain materials, and more transparency in end markets for materials. While this legislation did not move forward, both entities will continue to evaluate how future EPR legislation would impact their programs and will continue to discuss options for alignment and coordination.

The State’s pharmaceutical take-back law was passed in 2018 and the program launched in 2020. The Tacoma-Pierce County Board of Health passed a county EPR rule for pharmaceuticals in 2016, obligating over 400 drug companies to pay for collection and disposal of medications generated by county residents. There are currently 60 collection kiosks and options for postage-paid mailers in the County, operated through the stewardship agent, MED-Project. Several Washington counties passed identical rules (2014-2018). Local ordinances and rules will be preempted by the State law in November 2021. There is no established statute for collection of rechargeable and non-rechargeable batteries. However, battery collection has been in place in the County since 1994 through a manufacturer lead stewardship program Call2Recycle (former RBRC).

Materials such as carpet and rechargeable batteries are also under consideration, but appear to be further away from becoming law.

5.2.4 Curbside Programs

Curbside recycling is available county-wide and in all the cities within Pierce County. In addition to curbside recycling programs provided by the City of Tacoma and the private haulers providing service to the rest of the County, Pierce County has various locations where residents can drop off materials to recycle for no fee. Additional information about curbside service is found in the *Collection* chapter.

5.2.5 Recycling Centers

There are currently nine recycling centers located throughout the County where residents can drop off glass, cardboard, mixed paper, cans and plastic containers. For a full list of recycling centers, see *Appendix G*.

Beyond keeping glass separate throughout Pierce County, each recycling center has a different approach to source separation. There are some centers with separate containers for glass, cardboard, and mixed recycling (accepted plastics, paper and metals). There are also centers with more separation of materials accepted in curbside recycling—plastic, cans, and cardboard—and centers where additional items like scrap metal, plastic film and holiday lights that are not accepted in curbside programs can be dropped off. The degree of source separation depends on the location and which entity is handling the recycled materials.

5.2.6 Glass Drop-Off

Glass has never been collected in Pierce County’s commingled recycling system, and it was removed from the City of Tacoma’s dual stream system at the beginning of January 2021. According to the 2020 Washington State Department of Commerce report to the legislature, “[Washington’s Glass: Half Full or Half Empty?](#)”, the best way to collect glass in order to maximize the value of all the recyclables is separately from other items. When collected with other items, glass breaks and glass shards contaminate paper recycling.

While glass is infinitely recyclable, it is relatively heavy and therefore expensive to transport. It does not make environmental sense for multiple trucks drive separate glass routes around the entire county just

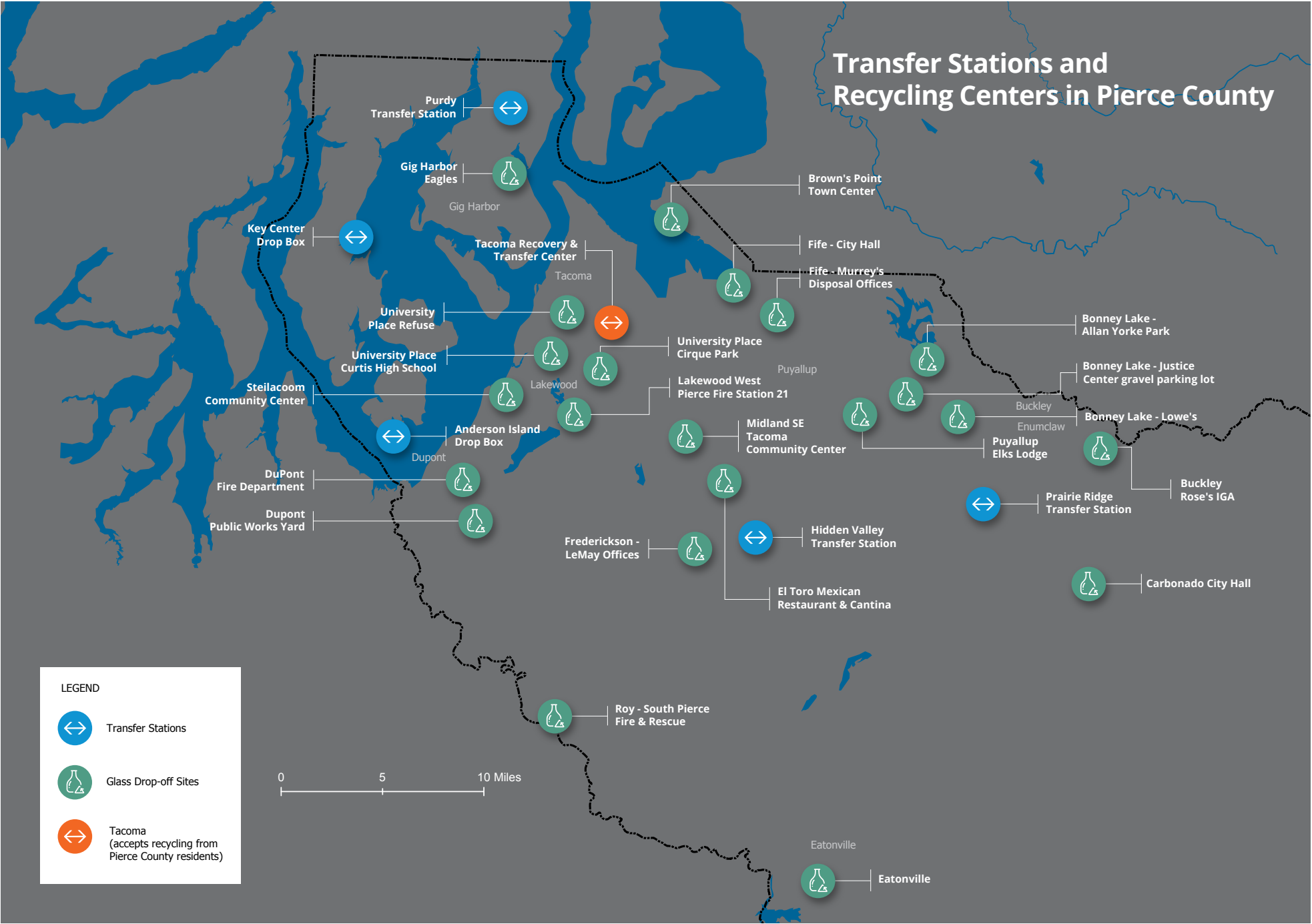
for this material. Pierce County is fortunate to be located near a glass-to-glass recycling facility in Seattle. Source separated glass collected within the County is taken to [Strategic Materials](#) in Seattle for processing and ultimately ends up at [Ardagh Group](#) to be recycled into new products.

The glass collected at drop-off locations in Pierce County and the City of Tacoma is taken directly to this facility in Seattle where recovered glass is cleaned, sorted, and turned into new glass bottles. In addition to the nine recycling centers where Pierce County residents can drop off glass, there are 21 additional glass drop-off sites throughout the County. In January 2021, the City of Tacoma also opened four new glass drop-off locations, in addition to the Tacoma Recovery and Transfer Center. New glass drop-off locations can be difficult to locate. Ideally, they are in visible areas so that they are not used as illegal dumping sites. They also should not be near residential development because dumping glass into larger containers is loud and residents dump glass throughout the day and night.

5.2.7 Shred Events

Shredded paper was removed from Pierce County’s recycling program in April 2019. Documents that residents shred at home are too small to be sorted at the MRF due to current shredding technology. Pierce County hosts free shred events for residents where private information remains secure and the shredded paper collected at the events is recycled. Pierce County had 16 shred events scheduled throughout the County for 2020, which were cancelled due to COVID-19. Once public events are possible again, Pierce County anticipates offering a similar number of public events every year between April and October.

Map: combined map of glass drop-off





5.2.8 Source Separation Strategies

Commingled curbside service is available to Pierce County residents and is financially incentivized by the UTC (it costs less to have both trash and recycling rather than just trash). Additionally, there are five transfer stations and several glass drop-off sites throughout the County. The accepted materials list of recyclables is concise, nearly universal, and closely matches the City of Tacoma's list. Having a succinct list offers some resilience in an industry with swiftly changing markets. Pierce County recycling ends up at Pioneer Recycling in Frederickson, WA. Paper, cardboard, and metals have steady markets compared to plastics. Pierce County meets the Urban Rural Designation RCW requirements because curbside pickup is available for all communities.

5.2.9 Materials Accepted for Recycling

Materials accepted for curbside recycling in Pierce County are defined in [Pierce County Code – Chapter 8.29.030](#) “Minimum Levels of Curbside Recyclables Service for Single-family Residences” which states that the following items, at minimum, be collected: cardboard, metal cans, mixed-waste paper, newspaper, plastic bottles and jars. Per the code, prior to proposing any amendments to the list of materials collected for recycling Pierce County must discuss any proposed changes with the service providers.

Materials accepted for curbside recycling in the City of Tacoma are based on the approval of the Solid Waste Division manager and Environmental Services director. The current list includes: cardboard, mixed paper, newspaper, aluminum cans, steel cans, and plastic bottles, tubs, and jugs.

For a full list of materials accepted for recycling in Pierce County, see *Appendix I*.

For a full list of materials accepted for recycling in City of Tacoma, see *Appendix J*.

5.2.10 Contingency Plan

Recycling markets fluctuate, but we try to keep the items accepted for recycling as consistent as possible to reduce confusion among residents. In the case of future recycling market collapses, we would respond in the same way we adjusted to the global market fluctuations resulting from China’s National Sword. Pierce County met repeatedly with partners on an ad hoc basis to review each item on our accepted materials list and then announced changes across the system with the publication of our EarthMatters newsletter in April 2019. Periodic review of materials, with the goal of only accepting items with reliable markets that actually get made into new products, will also be part of the Stakeholder Roundtable group

5.3 Contamination Reduction and Outreach Plan (CROP)

RCW 70A.205.045(10) states that counties with a population of more than 25,000, and cities within these counties with independent Solid Waste Management Plans (SWMP), must include a Contamination Reduction and Outreach Plan (CROP) in their local SWMP by July 1, 2021. Local governments can either adopt the State CROP or create their own. Pierce County has chosen to create its own.

Under RCW 70A.205.045(10), a local jurisdiction’s CROP must include the following elements:

1. A list of actions to reduce contamination in existing recycling programs for single-family and multifamily residences, commercial locations, and drop boxes.
2. A list of key contaminants identified by the jurisdiction or Ecology.
3. A discussion of problem contaminants and their impact on the collection system.
4. An analysis of the costs and other impacts on the recycling system from contamination.
5. An implementation schedule and details on conducting outreach.

Contamination reduction outreach may include improving signage, educating drop box customers about contamination and sharing community-wide messaging through newsletters, articles, mailers, social media, websites and community events.

Pierce County and the City of Tacoma have already implemented, or are in the process of implementing, many of the education and outreach strategies in the statewide CROP that are designed to fight recycling contamination, including:

- Accepted materials lists focused on the priority materials identified by Ecology for recovery (paper, cardboard, plastic bottles and jugs, and steel and aluminum cans)
- Unified messaging from our partners including using the same images for recyclable materials
- Color consistency for large garbage and recycling containers, where practical
- Consistent labeling scheme for large garbage and recycling containers across the County
- Free outreach materials and technical assistance to support multifamily recycling programs

The goal of our CROP is to identify and plan for appropriate community outreach, education and engagement strategies to reduce contamination and help optimize Pierce County’s recycling system. The full CROP can be found in *Appendix H*.

5.4 Planning Issues

How can we respond efficiently and effectively to fluctuating markets?

Recycling is based on fluctuating commodity markets. Despite these constant changes, we try to keep the items accepted for recycling as consistent as possible to reduce confusion among residents. We only accept items with reliable markets, so there are always buyers for our collected materials. This ensures those items are turned into new products instead of just taking a long, expensive trip through the MRF to the landfill.

Are there additional opportunities to align our program with neighboring jurisdictions?

Recycling is made more confusing for residents by having different regulations based on zip code. The more that cities, haulers, and the County can align programs and messaging, the easier things will be for customers.

Are we prepared to deliver honest answers to difficult or uncomfortable questions?

In recent years, conversations about recycling dependability, plastic pollution, and other similar topics have gained massive popularity. Consumers lose trust in the recycling system when articles and statistics circulate that emphasize the messiness and disappointing reality of recycling. To create a sustained and healthy program it is imperative that we have a trusting relationship with our MRFs (Pioneer Recycling and JMK Fibers) and can proudly share information regarding our collected recyclables and their fate in the market.



5.5 Actions	
➡	Recycling Action 1: Develop new metrics by 2025 that prioritize GHG emissions reduction rather than diversion tonnage (recycling diverted from the waste stream going to the landfill).
➡	Recycling Action 2: Support and promote efforts throughout Pierce County to build a more circular economy and encourage businesses to use waste produced from one industry as raw materials for another industry (industrial symbiosis) through tools such as the Washington Materials Marketplace .
➡	Recycling Action 3: Increase commercial recycling participation by improving the current business technical assistance program.

Chapter 6: Organics Management



6.1 Introduction

The 2018 Pierce County WTA data shows that 20% of materials disposed of in the landfill are yard waste and food waste organic materials, and the 2015 City of Tacoma Waste Stream Composition Study shows that over 30% of landfill materials from Tacoma's system are organic materials. This portion of the waste stream is diverse, ranging from things that were very recently grown such as yard waste, to food waste and land-clearing debris.

Organic materials include, but are not limited to:

- Edible food
- Inedible food (e.g., bones, shells, pits, coffee)
- Yard waste
- Other organics (e.g., pet waste, hair)

Diverting organics through composting has the potential to maximize recovery of materials from the municipal waste stream. Compost has many benefits. When used as a soil amendment it enhances soil structure, increases soil nutrient retention, holds moisture, adds beneficial microbes to the soil ecosystem, and serves as a natural filter by mitigating or offsetting environmental harm caused by petroleum contaminants in storm water or carbon dioxide released by vehicle exhaust. Compost or other organic products such as biochar that end up back in the soil can also sequester carbon.

The Pierce County Environmental Education Team promotes managing organics at personal residences, when feasible, and provides classes on how to properly do this. These courses provide instruction on managing yard waste and certain food scraps at home rather than relying on the curbside yard waste system. The Institute for Local Self-Reliance hierarchy (see figure "How to Reduce Food Waste and Grow Community" on next page) supports the notion that at-home composting is preferred to relying on a centralized composting system. Continuing to encourage at-home composting for residents could result in numerous environmental benefits.



Along with efforts from the environmental education team, Pierce County offers free meal planning notepads for residents as part of the What’s for Dinner? program. Meal planning can help reduce food waste at the source by focusing on purchasing only necessary quantities of items. Residents can submit a form to request a free meal planning notepad and guide to get started. Residential yard waste in Pierce County does accept certain organics including fruit and vegetable trimmings and we work to make this messaging clear and easy to understand. With more and more “compostable” and “biodegradable” options in the market, it can be difficult for a consumer to know what can go in their yard waste cart.

An important challenge is matching the right part of the organics stream to the right technology. Studies such as the [Food Waste Reasonable Management Practices Study](#) explore the difference between organics compatible with existing composting technologies and those that are incompatible, or can be handled only with greater cost or community impact. Allowing other types of organics into City of Tacoma and Pierce County composting programs has the potential to degrade the quality of finished compost now being produced and may require taking organics to another facility.

Pierce County and the City of Tacoma recognize the importance of the state goal to reduce food waste by 50% by 2030. Pierce County does not have the appropriate infrastructure to handle food waste in existing composting facilities which are already at capacity with the currently accepted organics materials stream. Food waste, which is heavy, wet, and inconsistent by nature, takes more time to break down and could create problems in our current system that would result in a poorer quality of compost for end users. Pierce County proposes focusing on reducing food waste on the front end through education and targeted food waste reduction programs. The second approach is to maximize the capture of GHG at our landfills and sewer treatment facilities. By reducing on the front end and making sure that GHGs are captured at the end of life, we are making the most of our current system. Should future grant funding be available, Pierce County will look at new technologies, like biodigesters, to handle food waste.

On a periodic basis, at least every five years, the SHWM stakeholders will review emerging technologies for organics and food waste processing. Feasible options for implementation will be evaluated through the research and development portion of Pierce County’s contract with LRI and/or through grant funding from the state or other sources.





6.2 Conditions Assessment

6.2.1 City of Tacoma

In Tacoma, residential food and yard waste is picked up on the opposite weeks of garbage and recycling. There is no extra charge to receive bi-weekly collection of up to two 90-gallon brown yard/food waste containers. A third yard/food container is available for \$3/month. Residential customers may also take yard waste directly to the [Tacoma Recovery & Transfer Center](#).

Commercial customers in Tacoma can take advantage of the yard/food waste program. This program helps businesses and multifamily dwellings of three or more units become more sustainable by reducing the waste we send to the landfill and processing organic materials into compost. For more information, visit our [Commercial Food Waste](#) page.

6.2.2 Pierce County

In Pierce County, [yard waste](#) is subsidized by the garbage rates. Collection is available for a minor fee based on the cost of the transportation. Residents can bring up to a ton of yard waste for free to the yard waste facilities listed in *Appendix K*. Starting in 2021, commercial-sized compost loads (exceeding one ton) will pay a fee set by LRI. There is a possibility that this subsidy could be removed in the near future for some or all self-haul yard waste.

Accepted Yard Waste in Pierce County

- Brush, branches and roots (smaller than 4 inch diameter)
- Leaves
- Grass clippings
- Fruit and vegetable trimmings
- Weeds
- Flowers
- Plants
- Shrubs

For a full list of Pierce County yard waste facilities, see Appendix K.



6.2.3 Other Food Waste Reduction Programs

Examples of other food waste programs that handle organics and are not part of the City of Tacoma or Pierce County system:

- **Cedar Grove Commercial Compost** - Cedar Grove collects and composts commercial source-separated food waste from large generators, including schools.
- **Harvest Pierce County and Gleaning** - Pierce County Sustainable Resources supports Harvest Pierce County and the Pierce County Gleaning projects through our partnership with the Pierce County Conservation District. Harvest Pierce County helps a network of over 80 community gardens feed local people. The Gleaning Project is a volunteer-powered program of Harvest Pierce County that works to reduce local produce waste, provide more fresh food to those in need, and build community.
- **Nourish Pierce County** - Works to repurpose food waste from grocery stores to provide food for food banks.

6.3 Alternatives

Pierce County is committed to exploring and evaluating alternative waste management technologies. By exploring the wide range of alternatives, the County will better be able to avoid the problems that have arisen in other jurisdictions from utilizing technologies that may not have been fully scrutinized and may not actually meet the needs of the users. The evaluation of each alternative considers economic impacts such as cost of service, environmental impacts, and effects on the County solid waste management system’s carbon footprint.

Each alternative (e.g., processing technology and programmatic options) will be evaluated for its feasibility to be implemented as part of Pierce County’s solid waste management system. A critical factor in will be a successful operating history of similar programs and processing technologies in the United States and North America.

Three identified areas allow evaluations to progress into more detailed analysis:

- **Food Waste Reduction:** focuses on ways to reduce the need for food waste collection and off-site processing through substantially greater attention to reducing the generation of organics at the source and promoting on-site reuse.
- **Sector Based Programs:** defines program elements for the single-family residential, multifamily residential, commercial, and self-haul sectors utilizing composting and anaerobic digestion technologies.
- **Landfill Disposal and Landfill Gas Beneficial Use:** evaluates the current management practice of disposing food waste in the landfill from the landfill perspective and considers the effects of diversion on landfill gas generation and energy production.

Each area is further sub-divided into program elements of various intensities. For example, a low intensity program element may yield a portion of food waste but could be implemented with little cost to

the customer and may result in less impact to the environment and carbon footprint. A high intensity program element may yield greater volume of food waste, but at higher cost to the customer with potentially greater environmental and carbon footprint effects.

Program elements may be implemented alone, or a program may be designed as a combination of multiple elements. Projected outcomes will vary based on the type and intensity of elements selected.

Reasonableness of each program element can ultimately be determined if the costs and environmental and carbon footprint effects do not outweigh the benefit a program element achieves.

6.4 Planning Issues

Given that the current facilities are at capacity, how will Pierce County manage and reduce food waste in the future?

Pierce County and LRI have started to take steps to reduce the tonnage of yard waste coming to Pierce County facilities by putting a price on commercial volumes of yard waste. We are working to avoid composting facilities becoming full as happened during busy parts of 2017-2020. By reducing the subsidy on yard waste, we expect to continue to get fewer tons of yard waste at our facilities and ultimately reduce the cost of garbage service. Additionally, some yard waste materials are going out of Pierce County to LRI’s Silver Springs facility for composting.

How can residential and commercial food waste collection programs be designed to better address low customer adoption rates and logistical issues?

Diverting food waste from disposal in the landfill can be challenging because of the characteristics of food waste. The City of Tacoma and Pierce County collections programs allow food waste within some

guidelines to be collected in the yard waste bins for composting, but customer participation has remained limited due to issues with odors, vectors, and the messiness of sorting out food waste from other garbage. There are also concerns that large volumes of postconsumer food waste in the existing compost processing system may negatively impact the composting process and end product.

The source-separated commercial food waste collection programs that have been piloted and established in Pierce County and the City of Tacoma have encountered similar barriers to customer participation. In addition to odors, vectors, and messiness, commercial customers that generate larger volumes of food waste have issues with the weight of food waste exceeding the capacity of collection containers and challenges with containing liquid waste that may be generated. The collection routes, which service a small number of customers spread over a large geographic area, are also inefficient.

How can the City of Tacoma and Pierce County continue to reduce food waste, including supporting the food security outcomes of the state plan?

Reduction of food waste is a broad challenge that extends beyond the scope of the Solid Waste Management systems, which only directly addresses the final stage in the production, distribution, consumption, and disposal life cycle of food waste. Achieving the outcomes of the state plan will depend on partnerships between the different agencies and industries that are involved with all the stages of the life cycle of food production and consumption.

One of the key strategies for reducing food waste is through education and outreach to change consumer behavior and reduce the amount of food that is purchased and ends up being wasted. This can be incorporated in the communication and education messaging that is targeted to our customers. It will be helpful if the messaging that Solid Waste Management is delivering is consistent with messaging from other sectors, which can be coordinated with the state plan.

Food waste reduction efforts should focus on strategies that are upstream in the life cycle, where there is the greatest potential impact. Some of the elements that the State Department of Ecology Food Waste Reduction Act Plan calls for include:

- Recommending regulations that support safe food donations
- Identifying stable funding for food waste reduction efforts and food waste management
- Indicating opportunities for technical support for organizations working in food waste recovery and prevention
- Helping develop K–12 food waste reduction
- Facilitating safe food donations from restaurants and food markets
- Recommending best management practices for local governments to incorporate into their local solid waste management plans
- Continue to offer educational classes to teach at-home composting courses

What are the best options for GHG reduction in dealing with food waste?

Our current compost facilities cannot effectively take more food waste and still create a quality compost product. Pierce County will continue to look at different technology solutions for dealing with food waste including biodigesters. Pierce County is focused on capturing as much methane from the landfill as possible. We are also focused on education to reduce food waste and supporting non-profits who work in this field.



6.5 Actions	
➡	Organics Management Action 1: Review and adopt system and infrastructure best practices once the Washington State Food Waste Reduction Plan/Use Food Well Plan is released.
➡	Organics Management Action 2: Determine options and recommendations, including GHG analysis, for residential and commercial food waste subsidies, fees, and disposal.
➡	Organics Management Action 3: Maximize the amount of GHG captured at the LRI landfill.

Chapter 7: Moderate Risk Waste





7.1 Introduction

The Tacoma-Pierce County Local Hazardous Waste Management Plan (LHWMP; or “Plan”) was first created in 1991 in response to the Washington State Hazardous Waste Management Act (RCW 70A.300). This act required local jurisdictions to develop a plan for the safe and responsible management of hazardous wastes generated by residents, businesses for institutions generating small quantities of hazardous waste.

The 1991 Plan focused on what the Washington State Department of Ecology termed “moderate risk waste” (MRW). MRW is defined as any waste that exhibits the properties of hazardous waste but is categorically or conditionally exempt from regulation solely because the waste is generated in quantities below the threshold for regulation or is generated by households from the disposal of hazardous substances. Additionally, the Plan was further modified to include used oil recycling elements under the Washington State Used Oil Recycling Act (RCW 70A.224.005).

The 1991 Plan provided a comprehensive assessment of MRW generation, handling and disposal practices. It explored existing infrastructure, and financing and identified contaminated sites to provide a broad view of relevant conditions. Recommendations were created as part of this initial Plan and focused primarily on reduction of hazardous substances and proper management of MRW. Through public education initiatives, permanent MRW collection services and technical assistance/compliance programs, many of these goals were achieved and established services we see today.

The plan update carries the process forward reviewing work done in response to the 1991 Plan and more recent efforts. The plan will continue to emphasize a waste management hierarchy in which waste prevention is the top priority followed by recycling, treatment, incineration, solidification/stabilization, and as a last resort, land disposal. Additionally, the Plan update will incorporate new waste reduction strategies and goals to reduce the threat of toxics posed by MRW.

The Tacoma-Pierce County Local Hazardous Waste Management Plan is incorporated into the Pierce County SHWMP.

Integrating the two planning documents will provide consistency with state planning efforts. In 2004, Washington State first combined the solid and hazardous waste plans into a single planning document, entitled Beyond Waste. Beyond Waste focuses on reducing the use of toxic substances, decreasing waste generation, increasing recycling and properly managing those wastes that remain. Additionally, the state plan provides greater focus on partnering between government, industry, non profit, academia and local communities in working to achieve waste reduction goals.

This update, and inclusion in the retitled: Tacoma-Pierce County SHWMP will serve to revise and supersede the Local Hazardous Waste Management Plan approved by the Washington State Department of Ecology in 1991.



7.2 Legal Authority

Tacoma-Pierce County’s MRW programs are conducted and regulated under multiple laws, regulations and decrees. This section provides a summary.

7.3 Federal

7.3.1 Resource Conservation and Recovery Act (RCRA)

The 1976 Resource Conservation and Recovery Act (RCRA) provides a comprehensive framework for managing solid and hazardous waste to eliminate or minimize public health threats and environmental contamination. RCRA was modified by the Hazardous and Solid Waste Amendments (HSWA) in 1984. HSWA revised the minimum technical standards for the design and operation of solid waste facilities due to concerns about the disposal of unregulated quantities of hazardous waste at municipal landfills. RCRA Subtitle C, the hazardous waste management program, and Subtitle D, the solid waste program, provide the primary sources of federal regulation associated with household and small quantity generators (SQG) hazardous waste. Subtitle C establishes a framework for managing hazardous waste by regulating generators who produce and accumulate hazardous waste in quantities above limits specified by EPA or state rules; waste transporters; and treatment, storage and disposal facilities (TSDs) handling the waste.

Hazardous waste generated or stored in quantities above the limits specified by EPA or state rules must be tracked by manifest from the point of generation to the ultimate disposal site, better known as “cradle-to-grave” tracking. Household hazardous waste (HHW) is categorically exempt from RCRA regulation. The EPA implements and enforces RCRA, although Subtitle C administration and enforcement may be delegated to states that meet or exceed Subtitle C requirements. Washington State has been authorized to implement the RCRA Subtitle C program, and Ecology administers it. RCRA, Subtitle D, encourages state-governed solid waste

management plans and sets out the minimum technical standards for construction and operation of solid waste disposal facilities. Subtitle D requires a permit program to ensure that landfills receiving HHW and SQG hazardous waste meet minimum standards to prevent the release of contaminants.

7.3.2 Universal Waste Rule

In 1995, the EPA adopted the Universal Waste Rule, 40 CFR Part 273, to allow generators of certain hazardous wastes to use alternative regulatory requirements for those wastes in place of the more complex hazardous waste requirements. Wastes covered by the Universal Waste Rule (UWR) are typically generated in small quantities by numerous businesses. They include batteries, mercury bearing thermostats and fluorescent lamps. The UWR is intended to promote recycling as well as proper disposal, and eases some of the regulatory requirements for storing, collecting, and transporting universal wastes. Since states are free to adopt any portion of the UWR, there is flexibility in regulating the specific waste streams. States may also petition to allow additional wastes to be managed under the UWR at the state level, without having them added to the list of federal universal wastes. The easing of full RCRA Subtitle C regulations for certain universal wastes is intended to encourage more extensive collection and recycling programs for these wastes.

7.3.3 Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), more commonly known as the “Superfund” act, complements RCRA by providing for the cleanup of sites contaminated by hazardous waste. Many of the sites addressed under CERCLA are inactive or abandoned, having been contaminated before RCRA was enacted, when little was known about the effects of hazardous chemicals on human health and the environment. CERCLA

provides EPA with the financial resources and authority to clean up contaminated sites. The EPA, along with state regulatory agencies, may arrange for the cleanup of contaminated sites by entering into agreements with responsible parties, issuing orders to require cleanup, or directly performing the cleanup.

7.4 State

Hazardous Waste Management Act (HWMA) – (Chapter 70A.300 RCW) regulates the transport, treatment, storage and disposal of hazardous waste. The statute requires the development of statewide and local hazardous waste management plans, dangerous waste regulations that address all components of hazardous waste generation, handling and disposal, and criteria for siting hazardous waste management facilities.

Dangerous Waste Regulations – (Chapter 173-303 WAC) implements HWMA statute requirements, including in part 70A.218, 70A.305, 15.54 RCW, and Subtitle C of Public Law 94-580, the Resource Conservation and Recovery Act (RCRA). Washington uses the term “dangerous waste,” while federal law uses the term “hazardous waste.” Washington’s Dangerous Waste Regulations, while based on the federal RCRA, are more protective than federal rules. The term “dangerous waste” includes more wastes than the federal definition.

Model Toxics Control Act (MTCA) – The Model Toxics Control Act (RCW 70A.300) provides for the identification and cleanup of contaminated sites in Washington State. The act assigns liability for damages to the environment and human health, provides enforcement authority to Ecology, and establishes penalties for failure to comply with Ecology orders. The state toxics control account, created by the statute, funds state hazardous and solid waste planning, enforcement and technical assistance, remedial actions, public education, and emergency response training. Local accounts created by the statute provide grants to local governments for remedial actions and local solid waste and hazardous waste programs.

Solid Waste Management Act (SWMA) – Chapter 70A.205 RCW regulates solid waste handling and disposal. This law provides for

the development of a statewide solid waste management plan and local solid waste management plans, establishes minimum functional standards for solid waste handling and disposal and criteria for siting of solid waste facilities. It also establishes a waste management hierarchy where waste reduction and recycling are the most preferred management options, while land filling is least preferred.

Solid Waste Handling Standards – Chapter 173-350 WAC revised in 2018, set a minimum functional performance standard for the proper handling and disposal of solid waste originating from residences, commercial, agricultural and industrial operations and other sources. This chapter is adopted locally as Tacoma-Pierce County Environmental Health Code, Chapter 12 Solid Waste Handling Standards. Established under Tacoma-Pierce County Board of Health Resolution 2019-4601.

Used Oil Recycling Act (UORA) – Chapter 70A.205 RCW required each local hazardous waste management plan to establish used oil collection locations based on local objectives, enforce sign and container requirements, educate the public on used oil recycling, and create funding estimates for used oil collection. Local governments must submit annual reports to Ecology describing the number of collection sites and amounts of used oil collected from households. Requirements for transport, treatment, recycling and disposal of used oil are also stipulated in the Used Oil Recycling Act.

Minimal Functional Standards for Solid Waste Handling (Chapter 173-304 WAC) prohibits the disposal of dangerous wastes, including household hazardous wastes, to landfill. Owners or operators of landfills shall not knowingly dispose, treat, store, or otherwise handle dangerous waste unless the requirements of the dangerous waste regulation, Chapter 173-303 WAC are met.

7.5 State – Extended Producer Responsibility (EPR)

EPR- Electronic Product Recycling – Chapter 70A.205 RCW Electronic Product Recycling Act created a free, convenient and

environmentally responsible electronics recycling program in 2009. The program offered responsible recycling for common consumer electronics including computers, tablets, monitors, televisions and e-readers. Recycling is free of charge to households, small businesses, school districts, local governments and charities. The program has collected over 426 million pounds of electronic wastes (2021).

Most electronics are disassembled and recycled in Washington state. Toxic materials such as batteries, leaded glass, circuit boards and mercury tubes are managed by approved recyclers, with less than 2% of the total volume going to landfill. The program is producer-funded and was established by legislation under the Electronics Product Recycling Act (RCW 70A.205) and codified by regulation under WAC 173-900.

EPR- Mercury-containing Lights – Chapter 70A.505 RCW Mercury-Containing Lights Act created a producer-funded program for the collection, management and recycling of mercury containing lamps in 2013.

Operated as Light Recycle Washington, over 200 locations are available for both residents and businesses to drop off unwanted fluorescent, CFL and HID lights. Mercury-containing lights are transported to an authorized processor for recycling. Processors are regulated by the EPA and others to ensure compliance with environmental and worker safety regulations.

RCW 70A.505, Mercury-Containing Lights-Proper Disposal, is subject to review, termination, and possible extension under the Sunset Act (RCW 43.131.422) by July 1, 2026. If the program is extended, no change to policy will occur in relation to collection and management of mercury-containing lights covered by the stewardship program. If the product stewardship program is terminated, Pierce County hazardous waste facilities will likely see increased collections because other locations in the County will no longer be collecting these lights. This issue will be addressed in the first update to this SHWMP.

EPR- Drug Take-Back Program

Chapter 69.48 RCW
The Drug Take-Back Program created a unified, statewide, medication return program for the collection and disposal of covered drugs in 2020. Administered by the Washington State Department of Health and funded by pharmaceutical producers, Washington State’s Drug Take-Back Program became the first statewide extended producer responsibility (EPR) program for residential medications in the nation. The program builds upon successful EPR programs developed at a county level and is currently operated by MED-Project, a stewardship program operator, the Department of Health will monitor on-going operations, manage enforcement and will evaluate the program’s effectiveness over time.

EPR- Architectural Paint Stewardship Program

Chapter 70A.515 RCW
Designed by paint manufacturers, with oversight by the Washington State Department of Ecology, the Architectural Paint Stewardship Program (2021) will provide Washington residents and businesses a better way to manage leftover paint. PaintCare, representing paint producers, will establish a network of drop-off sites. Paints will be sorted and managed for reuse, recycling, energy recovery or safe disposal. In general, the program will cover house paint and primer, stains, sealers and clear coatings and will be funded through fees on each container of architectural paint sold in Washington.

Local Regulation

The Pierce County and City of Tacoma Memorandum of Agreement is an inter-local agreement established in 1992 between the City of Tacoma and Pierce County created to ensure all residents within the County have access to all publicly funded household hazardous waste collection sites. Residents are required to provide proof of residency, including zip code, for data and reimbursement tracking.



7.6 Conditions Assessment

Determining what actions to take to improve moderate risk waste programs and services requires examining existing conditions. RCW 70A.300.350 requires the LHWMP and subsequent plan updates to assess the quantities, types, generators and fate of MRW in each county.

Additionally, Ecology guidelines suggest that an examination of dangerous wastes management conditions be performed. This helps to provide a broader assessment of Pierce County activities by identifying and addressing dangerous waste generators, contaminated sites, transporters, treatment storage and disposal facilities, and the locations where hazardous wastes facilities can be sited.

7.6.1 Moderate Risk Waste Inventory

Moderate risk wastes are those waste materials that have the characteristics of hazardous wastes (flammable, corrosive, toxic and/or reactive), but are not regulated by federal or state hazardous waste rules because they are either generated in the home, or in relatively small quantities by businesses or institutions.

MRWs are generated when hazardous substances are no longer needed and require disposal. Individuals and businesses often choose not to dispose of materials if they can be used at a future date. Therefore, many hazardous substances are speculatively kept. Materials can often be stored for many months to decades.

It is difficult to determine the quantity of MRW that exists in Pierce County for many reasons. Generation of MRW can be cyclical and even seasonal depending upon the types of hazardous substances. However, there are basic assumptions to determine potential quantities of MRW.

There are nearly 355,000 homes, rental units and apartments in Pierce County, with each residence potentially storing hazardous substances. It is commonly estimated that a typical household has on

average 100 pounds of hazardous substances. This can include items such as paints and thinners, motor oil, garden chemicals, bleach, cleaners, batteries and compact fluorescent light bulb (CFLs). This equates to well over 17,750 tons of hazardous substances stored in the home that could potentially become a MRW.

Approximately 20,000 employers are licensed in Pierce County. They range from one person shops to large businesses and institutions. However, not all these businesses generate MRW. The Washington State Department of Ecology does identify specific businesses that have the greatest potential to generate hazardous or moderate risk wastes. Ecology assesses an annual 'environmental education' fee to approximately 2,200 businesses in Pierce County. This is based on their NAICS business classification code. Subtracting out regulated businesses (200), those identified as large or medium quantity generators, we can assume that there are approximately 2,000 businesses or institutions that are potential MRW generators.

An EPA survey suggests that small quantity generators (SQGs) generated on average 900 pounds per year of hazardous waste. Most SQGs were in the non-manufacturing sector (80%) and include industries such as automotive/auto body repair, dry cleaners, construction and landscapers. This number only represents federally regulated hazardous wastes and does not include Washington state only dangerous wastes. Quantity estimates can vary, but it can reasonably be assumed that Pierce County SQGs generates between 900-1500 tons of moderate risk wastes per year.

Based on Washington State Department of Ecology data, nearly 500 businesses in Pierce County used regional treatment storage and Disposal Facilities for managing MRW.

7.6.2 Waste Characterization

In 2019, multi-seasonal waste characterization studies were released by Pierce County Planning and Public Works and the Washington State Department of Ecology. These studies identified

and categorized wastes coming through solid waste transfer stations from both residential and commercial properties. These studies indicated that hazardous wastes composed approximately .33- 3.59% of the municipal solid waste stream. However, these studies used different descriptions to classify materials, and in some cases counted materials that would not meet the definition of a MRW(items included traditional solid waste like disposable diapers and residential sharps). Based on these studies, waste meeting the definition of hazardous waste were <1% of the total solid waste stream.

Although a small percentage, this represents 3,000 tons of materials improperly landfilled and presents an opportunity for program improvement.

7.6.3 Dangerous Waste Inventory Generators

Pierce County has nearly 500 facilities registered with the Washington State Department of Ecology as dangerous waste generators. These facilities hold a federal or state issued EPA identification number.

Large and medium-quantity generators are regulated by the Washington State Department of Ecology. It is Ecology which performs periodic compliance inspections, receives and reviews annual waste reports, and encourages generators to reduce waste through an annual pollution prevention planning program.

SQGs are those facilities that generate <220 pounds per month of dangerous wastes, not to exceed the accumulation of 2,200 pounds. These wastes are conditionally excluded from the dangerous waste regulations and are therefore considered a MRW. SQGs are not required to register with the EPA or the Washington State Department of Ecology. Those SQGs, or non-generators, listed here have chosen to maintain an EPA identification number. A generator status may change from year-to-year based on the quantities of dangerous waste produced.

A complete list of small, medium and large quantity generators is provided in *Appendix L*.



Remedial Actions

Appendix M, published February 2021, is an inventory of listed Hazardous Sites (WAC 173-340-330). It includes all sites that have been assessed and ranked using the Washington Ranking Method. Also listed are National Priorities List (NPL) sites.

Sites on the Hazardous Sites List (excluding NPL sites) have undergone a preliminary study called a Site Hazard Assessment (SHA). A SHA provides Ecology with basic information about a site. Ecology then uses the Washington Ranking Method to estimate the potential threat the site poses to human health and the environment if not cleaned up. The estimate is based on the number of contaminants, how toxic they are, and how easily they can encounter people and the environment. Sites are ranked relative to each other on a scale of one to five. A rank of one represents the highest level of concern relative to other sites, and a rank of five the lowest. Hazard ranking helps Ecology target where to spend cleanup funds. However, a site’s actual impact on human health and the environment, public concern, a need for an immediate response, and available cleanup staff and funding also affect which sites get priority for cleanup.

Haulers

Dangerous wastes must be safely transported. Transportation is a key link in the “cradle-to-grave” documentation system for dangerous wastes. This ensures that wastes are tracked from the time they are first created until they are properly treated, disposed or recycled. Appendix N includes a list of registered dangerous waste haulers in Washington State.

Treatment Storage Disposal Facilities

Appendix O includes facilities in Pierce County that accept both hazardous and moderate risk wastes from commercial entities.

Zone Designation

As required by RCW 70A.300.370 Pierce County must identify zoning districts where hazardous waste facilities would be permitted to operate. Each city or county identifies these zoning districts within their respective zoning codes. Requirements must be consistent with the state’s hazardous waste siting criteria and must allow hazardous waste processing or handling.

According to the Washington State Department of Ecology records, the following communities have approved land use zones, or have received approval of their request for an exemption from the zoning requirements: Auburn (part); Bonney Lake, Dupont, Eatonville, Pacific (part); Puyallup, Ruston, Steilacoom, Sumner, and Tacoma.

Moderate Risk Waste Programs and Services

Much has changed since the development of the first local hazardous waste management plan in 1991. MRW programs and services exist today that are both familiar and frequently used by Pierce County residents and businesses. Many of these programs are time tested and valued. They include household hazardous waste drop-off facilities, used oil collection sites, products stewardship take-back locations and business technical assistance and residential outreach programs. The following provides a summary of current activities.

It should be noted that many of these activities are ongoing and are continuously evaluated for effectiveness, reach and quality improvement. Programs and services continue to inform, educate and direct residents and businesses to available resources. Sustained emphasis continues to be placed on toxic reduction (i.e. reducing or eliminating the use of hazardous chemicals or identifying safer chemical choices) and actions that prevent pollution. Through the LWHMP update we will work to identify gaps in service and develop new programs and services that add value to all Pierce County residents and businesses.

Household Hazardous Waste

As identified in the MRW inventory, nearly 18,000 tons of hazardous substance are stored in home cabinets, garages, basements or sheds that one day may be discarded and require special handling and disposal. Household hazardous wastes (HHWs) are those leftover household products that may be flammable, corrosive, reactive or toxic and if improperly managed can impact human health or the environment.

Since 1991, no-cost collection and disposal services have been offered to Pierce County residents to ensure HHWs are properly managed. HHWs are collected at permanent collection sites, through mobile collection events, and at retailers participating in product take back programs. Many of these services are familiar to Pierce County residents and help to preserve and protect our community’s land, air and water.

Collection Facilities

Tacoma

Beginning in 1990, the City of Tacoma began offering daily HHW collection services. However, it was not until 1994 that the present facility was constructed. Located at the City of Tacoma Recovery and Transfer Center in Central Tacoma, the facility currently offers drop-off services seven days a week for both city and county residential customers, though operating hours are temporarily limited due to COVID-19. The facility averages over 8,000 participants per year, with over 125 tons of MRW collected in 2019.

The HHW facility is operated by the City of Tacoma Solid Waste Management Division, with annual expenditures of \$610,000 (as of 2020). An interagency agreement established between the City of Tacoma and the Pierce County Solid Waste Division in 1992 ensured access to this facility for all residents of Pierce County.

Pierce County- Hidden Valley

In 2005 a HHW collection facility was established at the Hidden Valley Transfer Station near Graham in central Pierce County. This facility is currently open two days a week for residential customers. MRWs are accepted at a secured area located inside the transfer station where materials are sorted and segregated by hazard class.

The Hidden Valley Transfer Station hosted several weekly collection events for two years prior to the establishment of the permanent facility. The site is owned by Pierce County and managed by LRI. MRW management services are subcontracted to Clean Earth, Inc, as of 2021. The facility had over 2,600 participants in 2019, with MRW collection exceeding 66 tons, excluding used oil.

Pierce County- Purdy

In 2012, Pierce County began offering limited MRW collection services at its Purdy Transfer Station located near the city of Gig Harbor on the Key Peninsula. The facility was open two-days per month servicing residents in the north-western portion of Pierce County.

The site is owned by Pierce County and managed by LRI. Collection services were discontinued in 2017 due to limited funding. Future use of this site for MRW collection services continues to be evaluated.

Pierce County- Joint Base Lewis McChord

In 2010, Joint Base Lewis-McChord began offering limited HHW collection services to members of the US Military. This is exclusively for MRW generated from on-base housing units. MRW generated offbase is not accepted. This service was established to assist military personal removing hazardous substances from the home prior to deployment or reassignment. In 2019, the approximately 175 participants who used the facility generated 14.29 tons of MRW excluding used oil.

7.6.4 Mobile Events

Pierce County and the City of Tacoma have provided mobile household hazardous waste collection events since 1987. These events are typically provided in underserved portions of the City of Tacoma or Pierce County. Mobile collection events have occurred with some frequency since 1993. However, funding reductions have limited the number of events in recent years.

The City of Tacoma continues to provide two annual mobile collection events within the city limits. They include a week-long summer collection event in North East Tacoma (bordering King County), and a one-day event provided for members of the Puyallup Tribe of Indians.

7.6.5 Extended Producer Responsibility (EPR)

Recently, EPR (or product stewardship) programs have become more prevalent in helping local communities manage MRWs, or toxic products that require special handling. EPR is a practice or policy approach where producers take responsibility for the management and disposal of products they create once those products are no longer considered useful by the consumer. These programs often shift the cost burden of disposal from government to the product manufacturer. EPR program operating costs may be recouped by either a point-of-sale charge on new product or by incorporating cost into the product's sale price. Producers are typically responsible for meeting specific performance goals such as: establishing collection sites that meet a convenience standard, assuring consumer awareness, providing safe and responsible recycling or disposal and reporting total wastes collected and program costs annually.

Washington state has enacted product stewardship legislation for electronics, mercury-containing lamps, residential pharmaceuticals and architectural paints-coatings. Other stewardship programs established by industry without statute include consumer batteries. EPR program collection sites are frequently established at retail locations where the product can be purchased. Local and state governments help to promote EPR programs while relying on retailers and consumer to take an active role in ensuring waste is properly collected and managed.



Tacoma-Pierce County Health Department will continue to track and support statewide EPR legislative efforts that provide benefit to residents, businesses and the environment.

7.6.6 HHW Education and Outreach

The importance of educating the public in the proper management of MRW cannot be understated. Education programs help to raise awareness of health, safety and environmental issues associated with hazardous substances, encourage the use of less toxic products and keep residents informed on proper handling and disposal practices.

Digital Resources and Guidance: Many local governments and EPR/ stewardship programs have developed public websites and digital materials to instruct residents on the proper handling and disposal of HHWs. Examples include Pierce County's recycling menu, which identifies wastes by category, including HHWs, with resources and general instruction on recycling and disposal. The Tacoma-Pierce County Health Department has developed brochures educating residents on used oil recycling, paint disposal and pesticide management. Additionally, EPR/stewardship programs provide residents with resources to help with minimizing waste and locally recycling or disposing of electronics, paints, light bulbs and residential pharmaceuticals.

Public Information/Call Lines: The Tacoma-Pierce County Health Department has provided a toll-free call line since 1992, to assist residents with questions on MRW handling and disposal practices. The Health Department receives on average 700-900 calls per year. Many questions are answered through prepared Q&A modules for items such as paints, used oil, mercury lamps, asbestos and pharmaceutical wastes. Callers have direct access to an environmental health specialist for specific questions. Additionally, the City of Tacoma's HHW facility receives 500-600 calls per year.

Presentation and Promotion: Pierce County residents receive information on how to reduce toxic chemicals inside and outside the home and where to take MRWs for disposal through scheduled presentations and promotion at community fairs and festivals. For example, the Tacoma-Pierce County Health Department provided seminars since 2009 that have instructed thousands of Pierce County residents on the '5-Steps to Natural Yard Care'. These steps help to reduce the use of harmful pesticides and herbicide. Additionally, Health Department staff typically participate in 8-12 community events per year with portable displays and educational materials about HHW.

7.6.7 Business Collection Assistance

MRWs generated by businesses are not currently accepted at the HHW facilities or mobile collection events. The City of Tacoma and Pierce County's solid waste authorities have determined that existing private companies can provide MRW collection services to businesses.

Pierce County will continue to evaluate collection and disposal options for SQGs. Several counties in Washington state provide collection and disposal programs for small generators. These services are typically funded through a fee-for-service charge, and cover material and labor costs associated with the SQG collection program.

7.6.8 Business Technical Assistance

Pierce County offers several technical assistance programs to assist SQGs. EnviroStars, managed locally by the Tacoma-Pierce County Health Department, was first launched in 1999 and is funded through the Local Solid Waste Financial Assistance (LSWFA) grant. It provides technical assistance, incentivizes businesses to reduce hazardous substances and wastes and encourages businesses to set sustainability goals. Business participation is free.

In 2016, EnviroStars was relaunched as a statewide program providing all Washington businesses with a single, trusted source for all environmental actions. Additionally, the Tacoma-Pierce County Health Department provides a toll-free hazardous waste hotline for questions about commercial hazardous wastes.

Pollution Prevention Assistance (PPA) programs, offered by the Tacoma-Pierce County Health Department, City of Puyallup and City of Sumner perform business technical assistance visits. PPA programs direct businesses to resources and provide information on best management practices that help businesses meet regulatory requirements and protect the environment.

The Commercial Hazardous Waste Assistance (CHWA) program is offered by the City of Tacoma for in-city businesses. Staff assist with disposal recommendations, storage and handling best practices and connecting businesses with private hazardous waste contractors. The program averages over 300 business visits per year (as of 2018-2019).

Additionally, local governments have water resources protection/water quality programs that offer technical assistance to businesses, in part, focused on MRWs handling and storage.

7.6.9 Compliance and Enforcement

Apart from prohibiting dangerous wastes/MRWs from direct disposal to landfill, per chapter 173-304 WAC, most compliance and enforcement activities are focused on providing technical assistance aimed at educating SQGs on proper characterization, handling and disposal of MRWs. Education is the primary means of obtaining compliance.

Pierce County has limited authority over dangerous wastes. However, if during a non-regulatory or technical assistance visit it is determined that there is an immediate threat to public health or the environment, the activity would be referred to the Washington State Department of Ecology and other appropriate regulatory agency for enforcement.



7.6.10 Used Oil

A key outcome of the 1991 Tacoma-Pierce County LHWMP was the establishment of a used oil recycling program. As required by the Used Oil Recycling Act (70A.224), each local government is required

to include a used oil recycling element as part of its LHWMP. Used oil continues to be considered a priority waste due to the large volume generated, its value as a recyclable resource and its potential, if improperly managed, to contribute to pollution that endangers public health and the environment.

The 1991 LHWMP met the requirements of the Used Oil Recycling Act by developing specific used oil collection goals, quantifying the number of collection sites to be established and selecting locations that best serve the public need. The Plan outlined the need for public-private partnerships, public education on used oil recycling and maintenance and enforcement activities for used oil collection.

Beginning in 1992, used oil collection services were expanded to better support the residents of Pierce County. Today, used oil collection is available to residents at 45 public and private dropoff locations, including at the Tacoma Recycling Center and Hidden Valley transfer station, as well as most Pierce County Auto Zone and O'Reilly's auto parts stores. Collection sites are distributed throughout the County to provide access and convenience for residents. From 1992 to 2019, Pierce County's used oil recycling program has collected over 1,200,000 (2019) gallons of used motor oil. Information on how to properly manage used oil is available through electronic or printed brochures, or through the Tacoma- Pierce County Health Department and other program partner websites. A complete list of oil collection sites is available in *Appendix P*.

7.6.11 Program Financing

Local hazardous waste programs and services are financed through a variety of funding sources. A primary funding source for MRW programs is the state's Local Solid Waste Financial Assistance Grant (LSWFAs). LSWFA grants are funded from the state's Local Toxics Control Account (LTCA). This funding source was established in 1988

by state law and placed a tax on hazardous substances sold into Washington state.

Projected revenues from the LTCA are made available each biennium for use in LSWFAs awarded to local governments. The amount available in a biennium depends upon legislative appropriation from the LTCA. Awarded grants are administered by the Washington State Department of Ecology. Each local jurisdiction must meet strict guidelines for use of grant funding and are subject to applicable state accounting and auditing requirements.

LSWFA funds go directly to local governments and help to protect health and the environment by reducing human exposure to toxins, reducing waste, ensuring proper management of solid and household hazardous waste and promoting energy and resource conservation.

For a local government to qualify for LSWFA awarded funds, grant requests must demonstrate that the project outcome aligns with the local solid and hazardous waste management plan, produce quantifiable outcomes, link target audience, action steps, and outcomes and develop a method to evaluate the project's success.

In the 2017-2019 grant cycle, the Pierce County Sustainable Resources Division was awarded \$473,000 of LSWFA funding to be used in part to support HHW collection efforts at the Hidden Valley transfer station and used oil recycling sites. The Tacoma-Pierce County Health Department was awarded \$77,500 to support business and public education programs and aid in the development of a natural yard care program aimed at reducing the use of herbicides and pesticides.

Additional funding is provided through rate payers and other solid waste supported revenues.



7.7 Planning Issues

How will moderate risk waste collection, toxics reduction, and other program goals be funded in the future? State grants have traditionally funded the bulk of MRW programs in Pierce County. Recent reductions in grant funding have resulted in 60% fewer dollars available from these grants compared to historic levels. In addition, competition for funds at the County level has led to some funding being diverted to other programs. Unless traditional funding approaches can sustain these MRW source control and collection, these programs will require alternative funding, which generally turns to the rate base either in the form of fees levied at disposal sites or through the collection system.

Pierce County will continue to work with the City of Tacoma and the Health Department to try and adequately fund MRW programs in Pierce County, and continue to work with the State Legislature to increase funding for these important programs.

These programs are often quite expensive for local agencies to run so working towards an EPR model is critical so that consumers pay the cost at the time of purchase and it is not up to local governments to pay for the safe disposal of MRW.

Recommendations for moderate risk waste are organized under four objectives:

MRW1: Create and sustain a MRW collection system that provides value to residents and businesses, and is convenient, safe and adaptive.

- Survey MRW customers and businesses on service and service needs.
 - Actively promote EPR programs at MRW facilities.
 - Ensure annual waste trends analysis identifies and classifies MRW making it to landfill.
 - Review scope and scale of regional MRW programs and services.
- MRW2:** Support MRW programs with sustained funding to meet the needs of the community.
- Review regional MRW funding and funding sources.

MRW3: Conduct outreach and education to emphasize the waste management hierarchy, be easy to understand, provide value and promote positive behavior change.

- Continue to implement education programs and develop new resources to educate residents and businesses on toxic reduction and MRWs, including a potential standalone website for Pierce County Hazardous Waste Program.

MRW4: Support MRW programs through comprehensive legislative and policy development, including financing, toxics reduction, expanded producer responsibility, environmental preferable purchasing and other cooperative efforts.

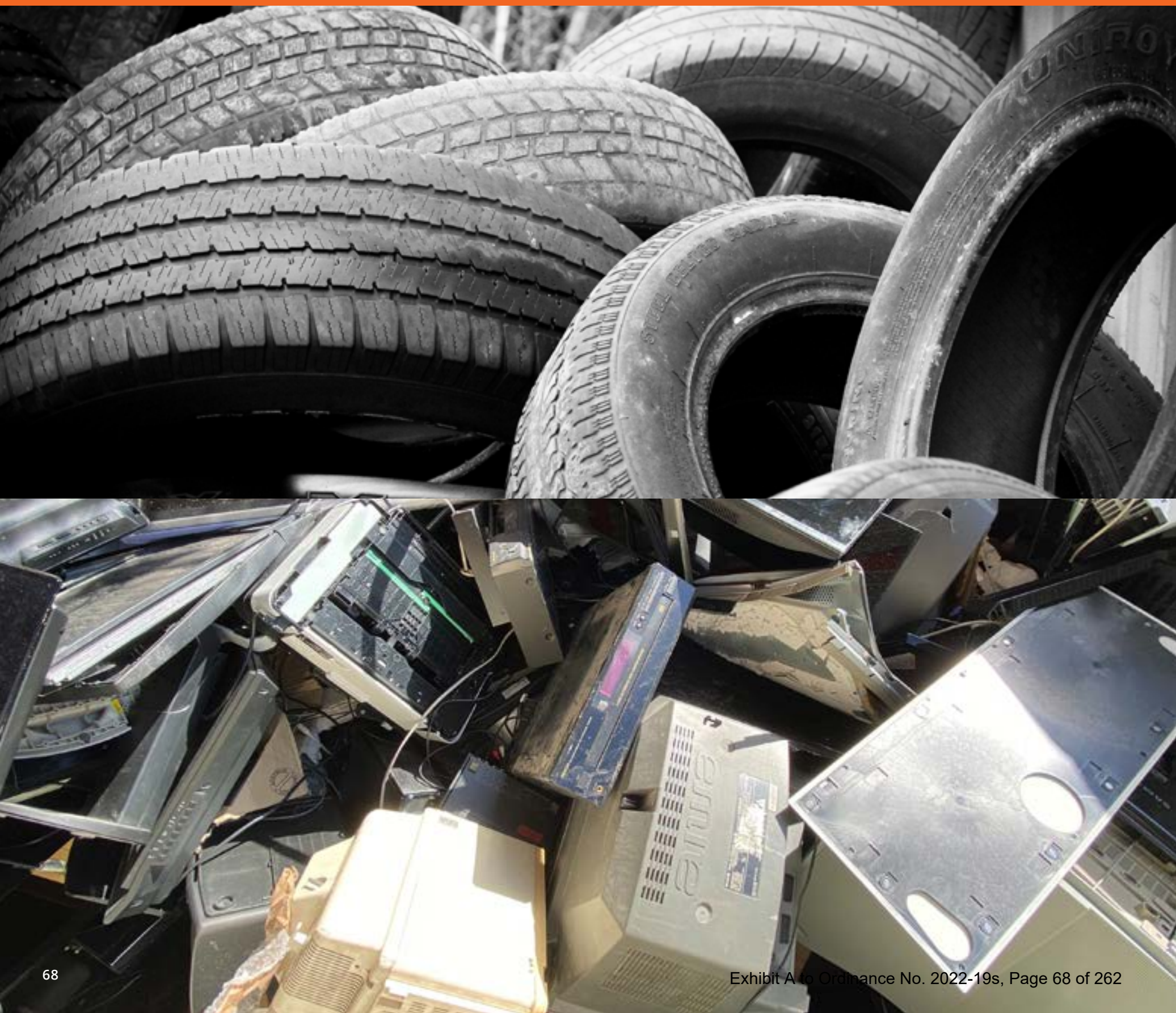
- Continue to track and support federal, state and local legislation that reduces use of toxic materials and support EPR initiatives.



7.8 Actions	
➡	MRW Action 1: Survey MRW customers and businesses on service and service needs.
➡	MRW Action 2: Actively promote EPR programs at MRW facilities.
➡	MRW Action 3: Ensure annual waste trends analysis identifies and classifies MRW making it to landfill.
➡	MRW Action 4: Review scope and scale of regional MRW programs and services.
➡	MRW Action 5: Review regional MRW funding and funding sources.
➡	MRW Action 6: Continue to implement education programs and develop new resources to educate residents and businesses on toxic reduction and MRWs, including a potential standalone website for Pierce County Hazardous Waste Program.
➡	MRW Action 7: Continue to track and support federal, state and local legislation that reduces use of toxic materials and supports EPR initiatives.

Chapter 8: Miscellaneous Waste Streams





8.1 Introduction

Miscellaneous waste streams include non-liquid waste with special collection, handling and disposal requirements not generally part of the mixed municipal solid waste stream. Typically, miscellaneous waste is a catch-all category often used to describe historically hard-to-handle materials. Materials can sometimes be considered both a miscellaneous waste and solid waste, meaning they are handled at the same permitted disposal facilities. Some wastes that typically have been considered miscellaneous wastes include contaminated soils, street sweeping residue, waste from cleaning manholes and storm drains, and industrial process wastes such as sludge and boiler or incinerator ash. Many of these miscellaneous waste streams require a characterization process to determine if they are suitable to dispose of as a solid waste. The primary focus of the process is to ensure the material is not a regulated hazardous or dangerous waste. Often, materials that can be disposed of in the solid waste system still require special handling methods.

“Special waste” refers to a class of wastes defined in state dangerous waste regulations. Special wastes pose a relatively low hazard to human health and the environment. Wastes that qualify must be treated as dangerous waste for purposes of pollution prevention planning. Special wastes are not considered dangerous waste, provided they are managed in accordance with the standards in WAC 173-303-073 and disposed, legitimately recycled, or treated on-site consistent with the requirements of WAC 173-303.



8.2 Conditions Assessment

Pierce County and the City of Tacoma currently have no bans on materials landfills are permitted to accept. In Pierce County, miscellaneous wastes are regulated by both the State Department of Ecology and the TPCHD. Ecology is responsible for enforcing hazardous waste regulations in Washington. In most cases, generators or transporters of miscellaneous wastes will work with TPCHD. TPCHD has regulatory and review processes to ensure a proper characterization of the materials has been performed, and that the material is acceptable for disposal as MSW at Pierce County facilities. This process is part of the [Waste Disposal Authorization \(WDA\) program](#). The WDA program is codified in TPCHD regulations and in the operating permits of the solid waste facilities in Pierce County. The majority of the wastes allowed by the WDA program in Pierce County go to the LRI landfill. Examples of wastes that are considered miscellaneous waste are listed at right.

A complete list of small, medium, and large quantity waste generators is provided in *Appendix L*.

Industrial Process Waste or Sludge

Sludge is generally defined as “a semi-solid substance consisting of settled sewage solids, combined with varying amounts of water and dissolved materials generated from a wastewater treatment plant or other industrial source.” Industrial process waste includes materials that have similar physical properties to sewage sludge, but may contain inorganic chemicals that result from a specific industrial process. Industrial process waste in Pierce County typically comes from large quantity generators and includes paper and mill wastes, boiler ash, gypsum and other building material wastes (distinct from construction and demolition debris), metals and paints. This material is regulated as solid waste and generally disposed of in the LRI landfill. Ash from MSW incineration is regulated under RCW 70A.315 and WAC 173-306 in Washington. A specific example of industrial process waste handling in Pierce County is Kleen Industrial Services who serves generators and end users of industrial abrasives, specifically manufacturers of Portland cement, to find long-term sustainable alternatives to landfilling these materials.

C&D – Construction and Demolition Debris

Construction and demolition wastes (often referred to as “C&D”) are generally defined as “waste building materials and rubble, resulting from construction, remodeling, repair and demolition operations on houses, commercial buildings, pavements and other structures,” and are generated primarily during residential and non-residential development, redevelopment and remodeling. The C&D waste sub stream is made up of similar materials that come from two distinct but related activities. Remodeling and repair work generate both types of wastes, often mixed together. Overall, C&D wastes include items such as plasterboard, cement, dirt, wood, brush, concrete, rubble, fiberglass, asphalt, bricks, block foam, wallboard, and other building materials. Pierce County has several major C&D waste handlers, including two facilities operated by DTG, Alpine Recycling, Miles Resources (for asphalt shingles), and several inert waste landfills that accept concrete and fill dirt. Pierce County is not involved in the rate setting for these C&D disposal options. Countywide, C&D wastes comprise nearly 15% of the total

waste stream as of 2019. The C&D waste recycling industry includes organizations that seek to capture and repurpose a portion of this material, including reclaiming and recycling materials such as asphalt, concrete, wood and metal, as well as repurposing and salvaging fixtures. Pierce County has identified the C&D waste stream as an opportunity to further reduce GHG emissions.

Auto Shredder Residue (ASR)

Auto shredder residue (ASR), or “auto fluff,” is generally defined as the lightweight material left over after vehicles are shredded and most of all metals are removed. ASR consists of glass, fiber, rubber, automobile liquids, plastics and dirt. Vehicle hulks are not specifically defined in WAC 173-350. ASR often contains hazardous substances such as lead, cadmium, and PCBs. Metal is magnetically separated from ASR in the shredding process before being treated with chemical binders to contain hazardous substances. The material is not recyclable, but qualifies as miscellaneous waste and is accepted for disposal post-treatment, where it is often used as cover material at the landfill. Schnitzer’s facility in Tacoma includes an auto body shredder, whose metal recycling operation results in ASR material.

White Goods/Appliances

Large household appliances, also known as “white goods,” include washing machines, water heaters, clothes dryers, stoves, refrigerators and freezers. White goods are easily recycled for their metal value after an appliance has been stripped of insulation, plastic, glass, nonferrous metals, lubricants, refrigerants, and other contaminants. Most of the materials in white goods are recyclable, but environmentally threatening components, such as PCB-contaminated capacitors in older appliances, mercury-containing switches and oil-filled compressors, or refrigerants in refrigerators, freezers and air conditioners require treatment prior to disposal. White goods are accepted at Pierce County transfer stations and recycling centers, at some retailers and by junk haulers. White goods are typically recycled at specialty recyclers, including some of the same shredder and recycling facilities that handle automobiles (such as Schnitzer and Simon Metals). Plastic and other non-recyclable components are disposed of in a similar manner to ASR, although they are potentially less toxic and require different levels of treatment prior to disposal.

Street Sweeping and Vector Wastes: Vector wastes or catch basin wastes are collected through private collection contractors and local municipal jurisdictions. Street sweeping wastes are collected primarily through local municipal jurisdictions. The material consists of soils, gravel, organic material and various solid wastes such as cigarette butts, paper and beverage containers. The soils and organic material are generally contaminated by hydrocarbons and very similar to contaminated soils (but contain more organic material and litter). This waste stream is not appropriate for an inert waste landfill but can go to a landfill. There are several permitted facilities throughout Pierce County, including municipal and private operators of street sweeping and vector equipment.

Tires: “Waste tires” are “tires that are no longer suitable for their original intended purpose because of wear, damage or defect” (RCW 70A.205). WAC 173-350-350 governs waste tire storage and requires a solid waste permit for facilities that store more than 800 waste tires or over 20 tons of heavy equipment tires. Waste tires are regulated to limit pest vectors (such as mosquitos) and to prevent tire fires. Pierce County has one regulated tire disposal facility, L&S Tire Company. Recycled tires are used as fuel, construction material, and in other re-use applications. As of December 2021, TPCHD had only one open complaint on a tire pile in Pierce County. For statewide tire disposal information, visit Ecology’s [waste tire page](#).

Asbestos: Asbestos is the commercial term for a group of highly fibrous minerals that readily separate into long thin microscopic fibers. The fibers are heat resistant and chemically inert and possess a high electric thermal insulation quality. As a result, asbestos was used when a noncombustible, non-conducting or chemically resistant material was required. However, the fibers are a carcinogenic air pollutant, when inhaled so use was widely restricted by the EPA in the late-1980’s. Friable asbestos is regulated in Washington under WAC 173-350. Both residential and commercial sources of asbestos are regulated by the Puget Sound Clean Air Agency (PSCAA). When handling follows PSCAA rules, asbestos may be landfilled. Asbestos is accepted in a manner that complies with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 Code of Federal Regulations (CFR) Part 61, Subpart M, and WAC 173-303-395. Customers requesting approval for asbestos disposal must provide LRI with a completed special waste application, a waste shipment record, and additional documentation as needed for review. Accepted applicants contact the landfill to make special delivery arrangements.





Biomedical Wastes: Medical waste consists of both infectious and non-infectious wastes generated by hospitals, laboratories, medical, dental and veterinary clinics. Residential users of syringes and home health care also generate medical waste. Non-infectious medical waste requires no special treatment and are part of the regular municipal solid waste stream. Approximately 5-15 percent of the medical waste stream, from clinical settings, is considered infectious.

Infectious or biomedical wastes contain pathogens or other biologically active materials in enough concentration that exposure to the waste creates a significant risk of disease to humans. Infectious wastes include cultures, laboratory waste, needles and other sharps; human and animal blood, tissue, and body parts. These wastes require special handling and disposal practices to protect the health and safety of both medical and solid waste disposal personnel.

Infectious waste may include combination wastes where multiple hazards are present (toxic, radioactive, or other hazardous chemicals). These wastes are segregated from the general infectious waste stream when additional or alternative treatment is required.

An example of a combination waste is comingled state-only dangerous waste pharmaceuticals and medical sharps. This waste is managed by incineration only.

TPCHD currently permits and inspects hospitals, medical and dental clinics, laboratories, and other health care facilities. There are an estimated 1,200 facilities in Pierce County that have the potential to contribute to the biomedical waste stream; 900 of these facilities are permitted. Approved treatment methods for infectious waste include incineration, autoclave, chemical treatment and encasement. More often, a certificated hauler will transport infectious waste to an offsite treatment facility. Currently, no commercial treatment facilities are in operation within Pierce County. Once biomedical waste has been treated, it is no longer considered “infectious” and may be disposed of within the municipal solid waste stream.

Additional discussion of biomedical wastes, is included in *Appendix Q*.

Agriculture Wastes: Agricultural wastes are regulated in Washington under WAC 173-350. Agricultural wastes are “wastes resulting from the production of agricultural products, including, but not limited to, manures and carcasses of dead animals weighing each or collectively in excess of fifteen pounds.” Agriculture wastes consist of three general types of wastes: crop wastes, livestock wastes, and agricultural chemicals. Crop wastes include residues from grain, hay, vegetables, seed crop production and trimmings from fruit trees. Livestock wastes include manure and animal carcasses. Agricultural chemical wastes are composed primarily of empty agricultural chemical containers and banned or unused agricultural chemicals. The management of animal carcasses is addressed separately later in this chapter.

Bulky Wastes: Bulky wastes are large items of refuse such as furniture and other oversized wastes, that typically do not fit into residential disposal containers. These are distinct from white goods, as described in this chapter. An example of a permit-exempt bulky waste handler is Spring Back Mattress Recycling.

Contaminated Soils: Contaminated soils are defined in WAC 173-350-100 as “soils removed during the cleanup of a hazardous waste site, or a dangerous waste facility closure, corrective actions or other clean-up activities and which contain harmful substances but are not designated dangerous wastes.”

Dredge Spoils: Dredge spoils consist of soils and other organic materials generated by dredging operations. Dredge spoils are often used as upland fill and generally do not enter the MSW handling and disposal system unless testing reveals contaminants. If contaminants are found, the spoils would be classified as a solid or dangerous waste and require special disposal..

Animal Carcasses: Animal carcasses weighing over 15 pounds are considered agricultural wastes. Chapter 246-203-121 WAC and Chapter 16.68 RCW “Disposal of Dead Animals” address the minimum requirements for this special waste. While these rules allow for burial of animal carcasses with a minimum of three feet of cover and 100’ from any well or surface water, this plan recommends against this practice unless an emergency or disease outbreak occurs, whereby burial is deemed essential to prevent the spread of disease and authorized by the Health Officer. In these rare instances, the minimum requirement of three feet of cover and 100 feet from any well or surface water would apply. All carcasses must be transported to the disposal site within 24 hours. Disposal guidelines for animal carcasses include:

- Rendering by a licensed rendering company
- Incineration at a permitted facility suited for this waste type
- Composting utilizing best management practices found in Mortality Composting Management Guidelines developed by the department of Agriculture.
- Disposal at a Transfer Facility.
- Animal Feeding operations should incorporate best management practices for managing animal carcasses generated from on-going operations.

Disaster Debris: As part of Pierce County’s Comprehensive Emergency Management Plan (2019), Pierce County Planning and Public Works is named as the lead agency to coordinate the collection, processing, and final disposal of incident-generated debris throughout Pierce County. Support Annex 10—Emergency Debris Management is Pierce County’s debris management plan and describes the policies, situations, planning assumptions, concepts of operations and responsibilities for debris management operations in Pierce County during emergencies and major disasters. This plan provides guidance to manage debris generated during or following an event proclaimed an emergency by, or for, the Pierce County Executive. Pierce County would coordinate with the Department of Emergency Management (DEM), the TPCHD, other agencies, internal and external resources (e.g., Stateregulated waste haulers; PCRCD/LRI), property owners and other groups as appropriate.

The plan includes detailed protocols and authority for these roles, including conditions upon which the emergency management provisions of the waste handling agreement would be activated. The plan includes discussion of nine separate debris management and recovery assistance options that could be implemented, depending on the scenario:

- **Assistance Option One:** open transfer stations for extended hours with no reduction in cost for disposal
- **Assistance Option Two:** open the PCRCD/LRI Landfill for direct haul of debris by residents with no reduction in cost for disposal
- **Assistance Option Three:** issue disposal vouchers directly to affected residents
- **Assistance Option Four:** place collection points/drop-off boxes in affected neighborhoods
- **Assistance Option Five:** open temporary debris management sites

- **Assistance Option Six:** provide reduced cost or free disposal at one or more transfer stations and/or landfill
- **Assistance Option Seven:** arrange for debris collection from specified individual properties
- **Assistance Option Eight:** organize neighborhood-specific curbside collection programs
- **Assistance Option Nine:** organize countywide curbside collection programs

8.3 Planning Issues

Are there any waste streams that will have special handling or transport requirements when the County landfill is no longer available?

While most of the waste streams identified in this chapter have special handling requirements, the majority that are disposed of in municipal solid waste landfills do not face significant challenges in moving to new landfill sites once the LRI landfill is full. Asbestos, however, is unique. Specifically, limited duration storage prior to being hauled, combined with other special handling and disposal requirements, have the potential to complicate and drive costs up for long-haul disposal scenarios.

Are there opportunities to address the growing construction and demolition waste stream in light of limited MSW landfill capacity?

There have been significant advancements in diverting recyclable content from waste generated from construction and demolition activities. However, C&D waste continues to comprise a significant portion of the overall waste stream, upwards of 15% of the total solid waste disposed in Pierce County. Projected population and housing growth in Pierce County will see this rate sustained or even growing over the coming decades, placing additional strain on limited

landfill capacity. In addition, some of this waste originates from outside of the County but is processed at Pierce County facilities and therefore eligible for disposal. There is a need for ongoing innovation and improvement in the recycled content of the stream, as well as evaluation of opportunities to manage the waste stream in balance with other MSW landfill demand, including opportunities to dispose of this inert waste separate from MSW.



8.4 Actions

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- Miscellaneous Waste Streams Action 1: Work with stakeholders to increase salvage, reuse, and recycling of construction and demolition debris (major contributor to GHG emissions in the solid waste management system).**



Chapter 9: Solid Waste Collection



9.1 Introduction

Pierce County and City of Tacoma work to provide solid waste collection services for all customers. In the residential sector, garbage service is mandatory. The City of Tacoma has the exclusive right to collect garbage from residents within the city's corporate limits. Solid waste collection service in the rest of the County is performed by private hauling companies. These companies have exclusive rights in their service areas to collect residential and commercial garbage and residential recycling through contracts with local cities and towns, and through permits issued by the Washington Utilities and Transportation Commission (WUTC). Commercial recycling is a free-market system, meaning all permitted companies can compete to provide recycling service to any business. Collection service needs are directly tied to community growth.

9.2 Conditions Assessment

9.2.1 State-Certificated Collection

Since 1943, the Washington State Legislature has granted cities and towns the authority to require all residents and businesses to participate in a city-mandated waste collection and disposal system. In 1989, the Legislature expanded this authority to include the collection of recyclables. Cities and towns implement this authority through their municipal or contracted collection programs. For cities which do not provide collection themselves or through contract, the WUTC is responsible for ensuring that the state certificated hauler serving the city follows the mandatory service and subscription ordinance. For more information, see RCW 35.21.130 and RCW 35A.21.060.

Counties do not have this direct authority. To mandate subscription to a collection service, counties must first form a “solid waste collection district” upon a finding that “mandatory solid waste collection is in the public interest and necessary for the preservation of public health” (see RCW 36.58A.030). In addition, the WUTC is empowered to review the request and has 60 days to determine whether or not the incumbent state-certificated hauler is able and willing to provide the service. Of note, through separate authority mentioned in RCW 36.58, counties can set minimum levels of service for recyclables collection.

9.2.2 City-Controlled Collection

Cities may contract with private haulers to provide garbage collection services to residences and businesses. The city assigns service territory, establishes and enforces service standards, and sets rates. Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Fircrest, Lakewood, Milton, Orting, Puyallup, Ruston, Steilacoom, Sumner, Edgewood, Fife, Gig Harbor, Roy, South Prairie, Wilkeson, and University Place contract with private haulers. Cities and towns may also reach interlocal agreements with other local jurisdictions to provide or contract for municipal services, including solid waste collection and other services.

9.2.3 Municipal Collection

Cities may operate their own solid waste utilities. A city can own and operate its equipment, assign routes, establish service standards, and set rates within the municipality. The City of Tacoma uses this option and collects garbage using municipal crews and equipment. In Tacoma, the collection and disposal of solid waste is governed by city ordinance. The ordinance outlines mandatory minimum garbage service levels for both city residents and commercial businesses. Tacoma also offers a wide range of optional services and service levels for curbside recycling and organics collection in Tacoma. See Tacoma’s Municipal Code and/or city website for additional information on minimum garbage service levels and recycling services.

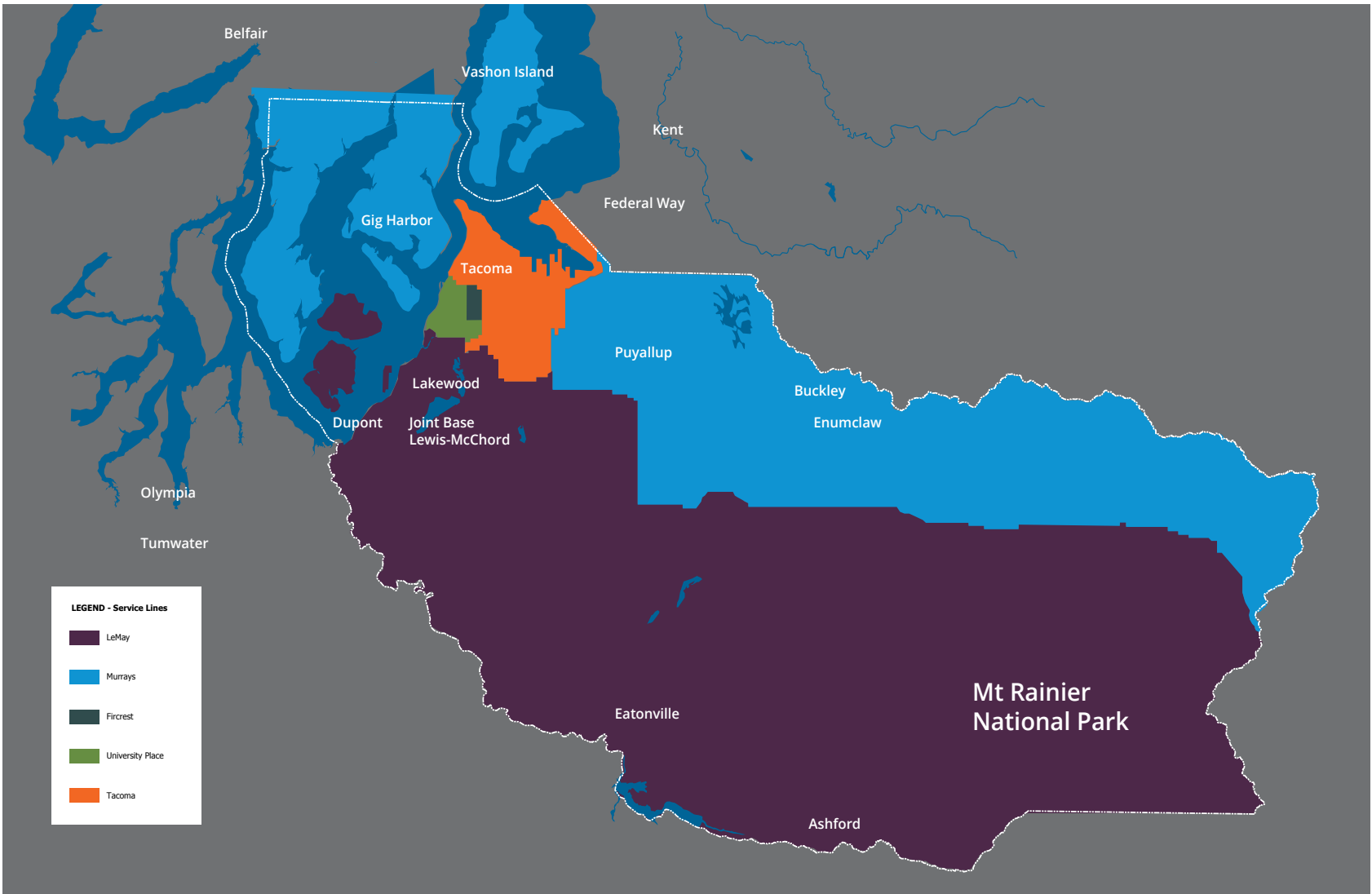
9.2.4 Unincorporated Communities

The WUTC grants certificates (franchises) authorizing solid waste collection in designated franchise districts for unincorporated areas. Solid waste collection certificates authorize the collection of garbage and refuse from all residential and non-residential generators as well as recyclable materials from residential sources by private firms. Residential and non-residential service in unincorporated areas is provided upon request. Collection companies’ rates must reflect the state’s solid waste management priorities. The County does not control collection rates but does work with the WUTC to implement solid waste programs and minimum service levels for recycling (see minimum service description, below). The WUTC does not govern the collection rates of city utilities or city contracts with private haulers.

9.2.5 Collection Services Area For the 20 cities using Pierce County’s disposal system, the County is responsible for planning and management services for waste generated and collected within the unincorporated areas and municipalities; the development of model recycling collection programs; countywide public education and outreach programs; data monitoring and collection; disposal rates and operating rules; and to “cost effectively plan for, design, and/or site disposal facilities.”

A county collection district cannot include incorporated areas without consent of a city. Public hearings must be held and the County must determine that mandatory collection is in the public interest. Under mandatory collection, a hauler may request that the County collect fees from delinquent customers. A county can provide collection services only if the WUTC notifies the County that no qualified haulers are available for a district.

Map: Hauler service areas within the planning jurisdiction





9.2.6 Rates Setting and Billing

The funding sources most visible to the public are collection fees or utility rates assessed by the private waste collection companies, recyclers, the City of Tacoma, and those cities that contract for waste services but perform the billing themselves. The primary purpose of these fees is to assess each customer their share of collection and disposal costs.

Rates or fees charged for garbage collection vary by area and service provider. Because of the way the rates are structured, municipal rates (e.g., City of Tacoma) often provide more incentive to reduce waste than WUTC service area rates.

Table 5. Pierce County collection service providers

Service Provider	Address	Permit ID	Accounts Served
LeMay Enterprises	12115 NE 99th St., #1830 Vancouver, WA 98682	G-98	81,435 residential 8,365 commercial
Murrey's Disposal	PO Box 399 Puyallup, WA 98371	G-9	93,053 residential 2,628 commercial
University Place Refuse	2815 Rochester St. W University Pl., WA 98466	G-64	10,481 residential 719 commercial
City of Tacoma	747 Market Street Tacoma, WA 98402	N/A	57,790 residential 5,310 commercial

Hauler Fees

Fees for collection are determined by the hauler and the Utilities Transportation Committee (UTC). The hauler looks to the UTC for guidance and consistency with rates throughout the County. Haulers have many options for size, frequency and use. These options will change the overall cost of the monthly service. For more information about the overall cost, please call your hauler.

LeMay Enterprises: (253) 537-8687
Murrey's Disposal: (888) 806-7048
University Place Refuse: (253) 564-3212
City of Tacoma: (253) 591-5543

9.2.7 Minimum Collection Service Levels

Jurisdictions within Pierce County have established varying levels of mandatory collection for solid waste, recycling and yard waste. Pierce County has established minimum levels of service for residential curbside recycling and yard waste collection; these levels of service must be provided by solid waste collection companies operating in unincorporated portions of the County. The Minimum Service Level Ordinance is found in Pierce County Code, Chapter 8.29: Minimum Service Levels for Residential Recycling (Ord. #2004-64).

A summary of the collection profile in each jurisdiction is provided in Table 5. See additional discussion of recycling and yard waste collection in additional sections, below.

Table 6. Collection in varying jurisdictions, regulatory authority, and collection mandates

Jurisdiction	Regulatory Authority	Service Provider	Mandatory Collection
Bonney Lake	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
Buckley	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
Carbonado	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
DuPont	City-contracted	LeMay/Pierce County Refuse	MSW & recycling; yard waste is subscription
Eatonville	City-contracted	LeMay/Pierce County Refuse	MSW & recycling; yard waste is subscription
Edgewood	UTC ^b	Murrey's Disposal	Not Mandatory
Fife	UTC ^b	Murrey's Disposal	Not Mandatory
Fircrest	City-contracted	University Place Refuse/ Westside Disposal	MSW
Gig Harbor	UTC ^b	Murrey's Disposal	Not Mandatory
Lakewood	City-contracted	LeMay/Pierce County Refuse	MSW & recycling; yard waste is subscription
Milton	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription



Table 5. Collection in varying jurisdictions, regulatory authority, and collection mandates

Jurisdiction	Regulatory Authority	Service Provider	Mandatory Collection
Orting	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
Puyallup	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
Roy	UTC ^b	LeMay/Pierce County Refuse	Not Mandatory
Ruston	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
South Prairie	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
Steillacoom	City-contracted	LeMay/Pierce County Refuse	MSW & recycling; yard waste is subscription
Sumner	City-contracted	Murrey's Disposal	MSW & recycling; yard waste is subscription
Tacoma	City ^a	City of Tacoma	MSW & recycling; yard waste is subscription
University Place	City-contracted – Small portion	LeMay/Pierce County Refuse	MSW & recycling; yard waste is subscription
University Place	City-contracted	University Place Refuse/ Westside Disposal	No minimum service
Unincorporated	UTC ^b		Not Mandatory

a. City of Tacoma ordinance also mandates solid waste collection for commercial properties; recycling is optional.
b. Recycling and organics collection are required minimum service within urban growth areas and for unincorporated area properties that request solid waste collection.





9.2.8 Recycling Collection

Additional information about recyclable materials and facilities are found in the *Recycling* chapter.

9.2.8.1 Residential Recycling

The collection of recyclable materials from residential and nonresidential generators is regulated somewhat differently than the collection of general solid waste in the State of Washington. Counties and cities are allowed to set minimum levels of service for recyclables collection. Pierce County has set requirements that must be met by the solid waste collection companies operating in unincorporated portions of the County. The self-hauling of recyclable materials by generators to recycling centers, transfer stations or other location is not regulated.

9.2.8.2 Basic Collection Services

Designated recyclables in Pierce County and the City of Tacoma include plastic containers, paper and cardboard, aluminum and tin cans, glass and construction/demolition debris. The City of Tacoma and Pierce County do not allow glass containers in the commingled recycling carts, but the MRFs processing these recyclables also receive materials from other jurisdictions that include glass in their programs. Construction/demolition debris is also not included in the commingled system. For further discussion of this waste stream, see the *Miscellaneous Waste* chapter.

9.2.8.3 Multifamily Recycling

Minimum service for recycling at multifamily properties in both Pierce County and the City of Tacoma is different than for single family residences. Both consider residences larger than a duplex as multifamily provided that the structure is billed for solid waste collection service as a whole, not by individual dwelling units. This may include, but is not limited to, triplexes, apartments, and condominiums. Currently in the City of Tacoma, properties with three or more units are considered multifamily/commercial. Multifamily properties are currently not required to provide recycling.

9.2.8.4 Recycling Drop-off Sites

Recyclables, including glass not collected curbside, are collected at drop-off sites throughout Pierce County. Drop-off sites are not exclusive to residential areas, but are more commonly used by this population and primarily collect glass. This includes County and privately-owned transfer stations and hauler yards serving as “recycling centers” that accept a range of materials such as glass, cardboard, mixed paper, cans and plastic containers. The City of Tacoma operates several drop-off sites that allow glass, batteries, cardboard, and metal. Numerous glass-specific drop-off sites (some also accept cardboard and newspaper) are also available throughout Pierce County. Recycling drop-off site locations are regularly changing and noted online on county and municipal websites.

9.2.8.5 Non-residential Recycling

Commercial recycling is a free market system, meaning all permitted companies can compete to provide recycling service to any business. WUTC regulations permit common carriage, contract carriage, and private carriage (self-haul) of commercial recyclables. In Pierce County, some haulers have negotiated some exclusive rights in collection of commercial recycling.

There is a broad range of commercial recycling opportunities that are supported by municipal programs to divert waste—from carts much like residential curbside recycling, to big boxes, to large compactors.

- **Common carriers** are permitted to collect a specific commodity (or commodities) within a designated geographic territory. Common carriers do not own the commodity being hauled; they are simply providing a transportation service for the owner. Common carriers are required to provide collection and transportation service to anyone requesting the service within the collection territory. Fees are negotiated between the carrier and the customer.
- **Contract carriers** may collect a specific commodity (or commodities) from a single nonresidential generator. Contract carriers negotiate the tariff or fee paid for the service with the waste generator without WUTC involvement..
- **Private carriage** involves the collection and transportation of a commodity (or commodities) by either the commodity generator or the commodity user, if the collection and transport activity is incidental to the overall or primary business of the generator or user.

Additional information on waste reduction and recycling can be found in the *Waste Reduction and Recycling* chapter.



9.2.9 Yard Debris and Organics

In Pierce County, separate collection of residential yard debris is offered by subscription on a bi-weekly, on-call or seasonal basis. It is available in many areas where curbside recycling is offered, however there are some areas of the County that don't have yard waste collection, including Anderson Island and eastern portions of the County past Elbe/Ashford. In the City of Tacoma, residential yard waste/food waste collection is packaged with municipal solid waste and recycling collection. More detail about collection and recovery of yard debris is available in the *Organic Management* chapter.

9.2.10 Litter and Illegal Dumping

Litter is solid waste that is thrown, discarded, or placed in any manner or amount on any public or private property, other than being placed in appropriate solid waste containers. This includes waste that is thrown by pedestrians and motorists; materials that are blown from vehicles; and large loads of waste that are illegally dumped onto public or private property. Pierce County recommends participating in the [“We Keep Washington Litter Free”](#) campaign through the Department of Ecology.

Currently, Pierce County offers a litter credit program, which allows for free disposal of up to 2,000 pounds of solid waste for private citizens who are the victim of illegal dumping on their property.

Pierce County collaborates with the Department of Ecology on litter

programs to ensure that the maximum amount of area is covered with minimal overlap.

Pierce County coordinates with partners for litter pickup and dump sites, such as Ecology Youth Corps on state routes in Pierce County, Pierce County Jail crews and the County Roads Department. Planning and Public Works also organizes and hires a temporary summer litter pickup crew, funded primarily by state grant dollars through the Community Litter Cleanup Program (CLCP). CLCP also funds community-organized Adopt-A-Road crews. In 2020, CLPC-funded litter crews logged 3,829 hours of cleanup time and 34,590 pounds of solid waste recovered along 527 miles of roadway.

The City of Tacoma partners in the Adopt-A-Spot program with neighborhood groups, businesses, and residents to help reduce litter and keep public spaces clean. Tacoma Cares is another program that provides a dedicated blight collection crew to remove illegally dumped waste from the City's rights-of-way. This program also provides non-profit and organized groups with dump passes for free litter and illegal dumping waste disposal.

9.2.11 Population and Collection Projections

Population is projected to grow across the County, which will drive needs for collection and related infrastructure. Population projections for the next ten years are shown in Table 7. Population forecasting is based on actual population for the current year of 2021 and increasing at a rate of 1.35% per year.

Table 7. Ten-year Pierce County Population Projection

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Population	902,714	914,901	927,252	939,770	952,457	965,315	978,347	991,555	1,004,941	1,018,507
MSW Tonnage	762,016	751,362	761,506	771,786	782,205	792,765	803,467	814,314	825,307	836,449



9.3 Planning Issues

How can Pierce County and the City of Tacoma continue to meet the collection needs as population grows?

Collection service needs in Pierce County will continue to be met where growth occurs. Haulers are prepared to meet demand within their service territories for both residential and commercial service. However, haulers report that new commercial developments can be more challenging to access. At times, this requires customers to move solid waste facilities on their properties to an acceptable location, which is costly and could be avoided with better planning. There is currently no standard for garbage enclosures in Pierce County code other than setbacks. The collection side of the solid waste system should be more integrated into the design review process and design standards of Pierce County and municipal planning and development authorities.

Can alternative fuels in the garbage fleet be implemented as a means to reduce GHG?

The County’s GHG reduction goals rely on opportunities to replace fossil fuel system inputs, raising the question of whether the solid waste collection fleet can be converted to one or more alternative fuels. The availability and maturity of technology is one barrier. For example, electrification of the garbage fleet, while arguably having the largest impact on GHG emissions, would limit range and remove access to some rural customers. Other approaches in this direction have been successful. For example, City of Tacoma has utilized low-carbon biodiesel without significant upgrades or maintenance issues. The City of Tacoma is also in the process of converting its fleet to compressed natural gas, with a full transition anticipated by 2023. Costs remain a barrier to further change, with the return on investment signaling what additional technology investments will be made. In the absence of funding for fleet conversion, these costs will be borne by customer rates. State WUTC regulations aim to make rates as affordable and efficient as possible, which is an possible,

which is an additional barrier. Passthrough rate provisions in local agreements would be necessary to ensure cost recovery. Additional changes to Pierce County code and state law will be important to shift markets and drive more rapid adoption of new sustainable transportation technologies.

How can we provide adequate/equitable recycling collection services to multifamily and commercial customers? Should Pierce County and the City of Tacoma update our multifamily minimum recycling standards?

As discussed in the section on multifamily recycling collection above, minimum service for recycling at multifamily properties is currently different than for single-family properties. Ongoing growth of multifamily housing is expected across Pierce County, underscoring the opportunity to expand service availability to these customers. Policy changes to allowable housing within the City of Tacoma and other locations in the County may also occur in order to increase density and improve housing affordability. Improvements in multifamily and commercial curbside recycling programs are closely tied not just to expanding basic access and maximizing diversion of recyclable materials, but also to reducing contamination in the recyclable waste stream. Change to minimum standards for multifamily housing is an opportunity – however, several challenges need to be considered to address implementation barriers and potential for contamination.

Should Pierce County continue to subsidize yard waste?

The subsidy for yard waste collection was originally provided as a mechanism to encourage this service by removing the burden on haulers and customers. This subsidy to haulers should continue for residential service, as it remains in alignment with the goal of diverting this waste from the landfill. However, as discussed further in the *Organics* chapter, there are well-documented consequences of the effect of self-haulers from the commercial side, which had driven subsidized yard waste to an unsustainable level. At the beginning of

2021, Pierce County removed commercial yard waste loads over a from the solid waste system. This issue will need to continue to be monitored and analyzed comprehensively at a county-wide level to determine long-term policy.



9.4 Actions	
➔	Solid Waste Collection Action 1: Improve access to solid waste and recycling facilities at new commercial and multi-family developments by incorporating design standards into the Pierce County Code and possibly integrating hauler review into the permitting process.
➔	Solid Waste Collection Action 2: Research community needs, conduct policy analysis and report findings to inform a recommendation for level of service ordinance for multifamily residences by 2023.
➔	Solid Waste Collection Action 3: Develop a plan (including what should be done and an implementation timeline) by 2025 for lowest GHG collection, disposal, and transport in collaboration with contract partners.

Chapter 10: Transfer and Disposal





10.1 Introduction

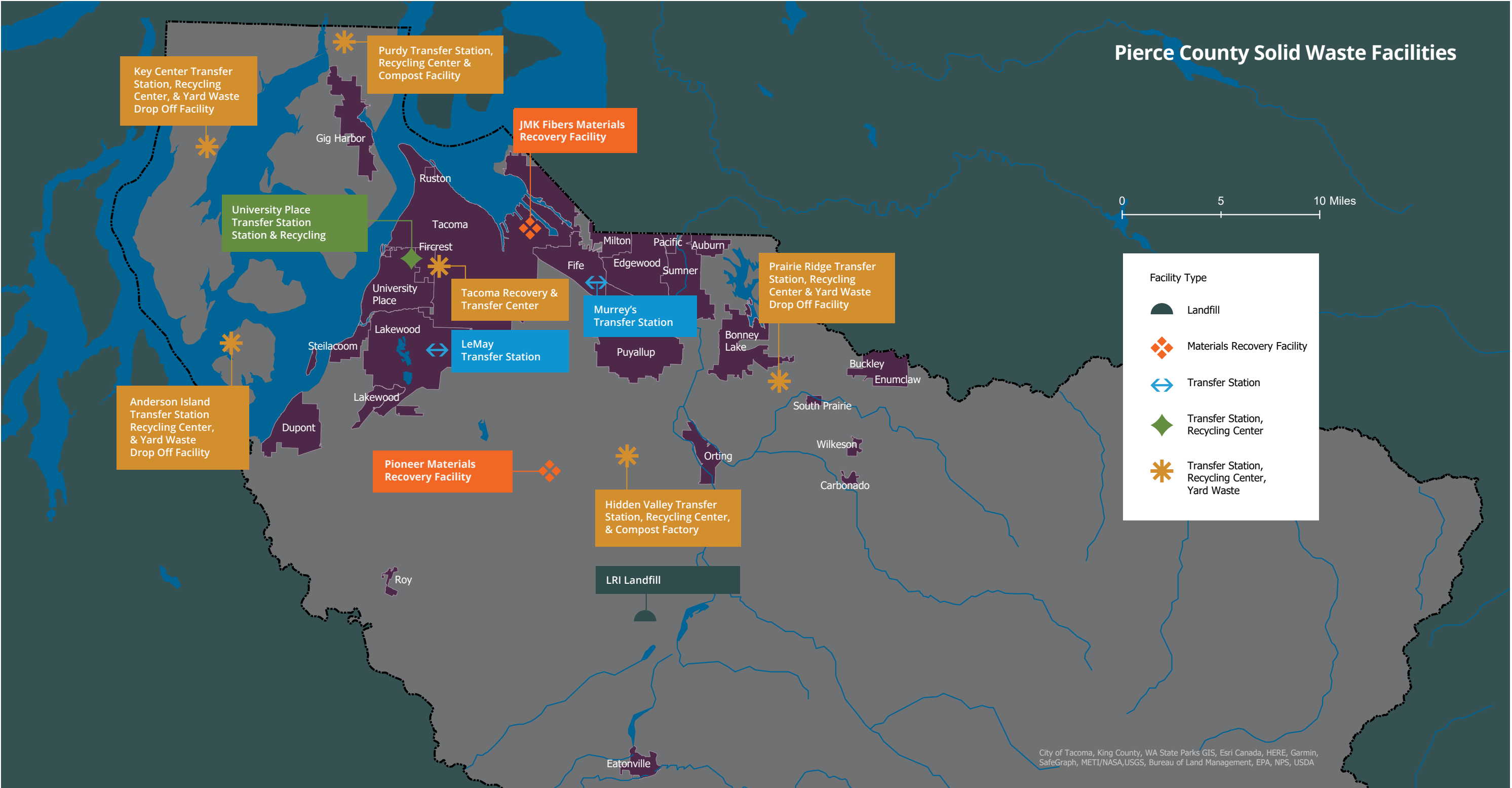
Transfer stations are central collection facilities where solid waste is unloaded from collection vehicles or private vehicles and reloaded into larger vehicles for shipment to a landfill or other processing facility. By combining the loads of several individual waste collection trucks or private self-haulers into a single shipment, companies and jurisdictions managing solid waste save money on the labor and operating costs of transporting waste to a distant disposal site. This can reduce the total number of vehicular trips to and from the disposal site and reduce the associated environmental footprint. Transfer stations can also provide an opportunity to recover certain waste sub streams before wastes are transferred to disposal and can provide for the separate collection of source-separated recyclable materials (including those not collected by curbside programs), yard debris and other organic material, HHW and other special wastes.

From the transfer stations, materials are taken to a municipal solid waste landfill, material recovery facility or compost facility. This chapter describes the various facilities and operations for transfer and disposal. Please refer to the 2000 Tacoma-Pierce County Solid Waste Management Plan and 2008 and 2016 supplements for detailed histories of the Pierce County and Tacoma solid waste systems.

10.2 Conditions Assessment

State regulatory design and operation requirements for transfer facilities are included in the Minimum Functional Standards for Solid Waste Handling (WAC 173-304). Transfer stations should be located in areas of greatest need, which include urban areas where consolidation of waste may have operational and economic advantages or in rural areas where accessibility to curbside collection is limited.

In the three management systems in Pierce County, transfer facilities include publicly and privately-owned transfer stations, drop-box transfer stations, MRW fixed and mobile facilities, and an intermodal facility. The following descriptions define each type of municipal waste transfer facility.





10.2.1 Transfer Stations

A transfer station is a permanent, fixed facility used by self-haul customers and/or route collection vehicles to deposit collected solid waste into a larger transfer vehicle for transport to a disposal facility. A transfer station may include baling and compaction activities, manual or mechanical sorting of recyclables and drop-off containers for separated wastes such as yard waste. They may be sited adjacent to, or with, other solid waste facilities.

In Pierce County and the City of Tacoma, transfer stations are the primary facilities open and available to the public. One transfer station is owned and operated by the City of Tacoma, one is owned and operated by LRI and four are owned by Pierce County and operated by LRI. Under long-term direction of the Tacoma-Pierce County Solid and Hazardous Waste Management Plan, recycling and yard waste drop-off services are provided at all solid waste transfer stations for those who self-haul their materials.

Private haulers in Pierce County also operate transfer stations to consolidate loads and increase the efficiency of the haulers' collection programs. Those facilities are not open to the public. A full list of transfer facilities is included in *Appendix G*.

Additional discussion of disposal of specific waste streams is included in respective chapters *Waste Reduction, Recycling, and Organics Management*.

10.2.2 Drop Box Transfer Station

A drop box transfer station uses a detachable container for receiving solid waste delivered to the site. Separate containers are provided for yard waste and recyclables. This type of transfer facility normally serves general public self-haul customers. Drop box facilities are designed to serve rural or low-density residential areas remote from a disposal facility or other transfer stations, or areas with transportation problems such as an island with only intermittent ferry service.

10.2.3 Moderate Risk Waste Fixed Facility

A MRW fixed facility is used to recycle, sort, and package HHW and MRW prior to transport to a disposal facility. A MRW fixed facility receives hazardous waste from households and/or moderate risk waste from businesses that generate HHW in quantities below the threshold for regulation under Washington's Dangerous Waste Regulations WAC 173-303. These small business generators are generally referred to as Small Quantity Generators – SQG's. This collected waste must be recycled or disposed in designated hazardous waste landfills or incinerators or handled by other alternatives allowed by law. Please see the *Moderate Risk Waste* chapter for a full discussion of MRW handling requirements.

10.2.4 Mobile Collection Facility

A mobile collection facility operates for short durations at numerous locations convenient to residents to collect wastes generally not permitted for MSW landfill disposal. Mobile collection facilities are generally used to collect household hazardous waste only and do not serve small businesses.

10.2.5 Intermodal Facility

An intermodal facility is where material is transferred from one mode of transportation to another (e.g., truck to rail). An intermodal facility typically is used to change the mode of solid waste transport from highway to rail or barge. Intermodals are generally used to ship waste out of the County. They must be capable of efficiently handling large amounts of waste on a timely basis. Pierce County does not currently have an active intermodal facility, but there will be a need for such a facility during the lifetime of this plan. LRI currently has access to an intermodal facility that could be used, should LRI and Pierce County determine an intermodal facility is necessary for long-haul purposes. See additional discussion in the Landfill section of this chapter, as well as in *Planning Issues and Actions*.

10.2.6 Landfills

Whether received at transfer stations by self-haulers or hauling company vehicles, all MSW requiring final disposal is currently transported to the LRI landfill located in Graham. The City of Tacoma and Pierce County separately contract with LRI for this service. Consistent with permit restrictions, direct self-haul to the LRI Landfill is available only for commercial customers delivering large quantities of waste.

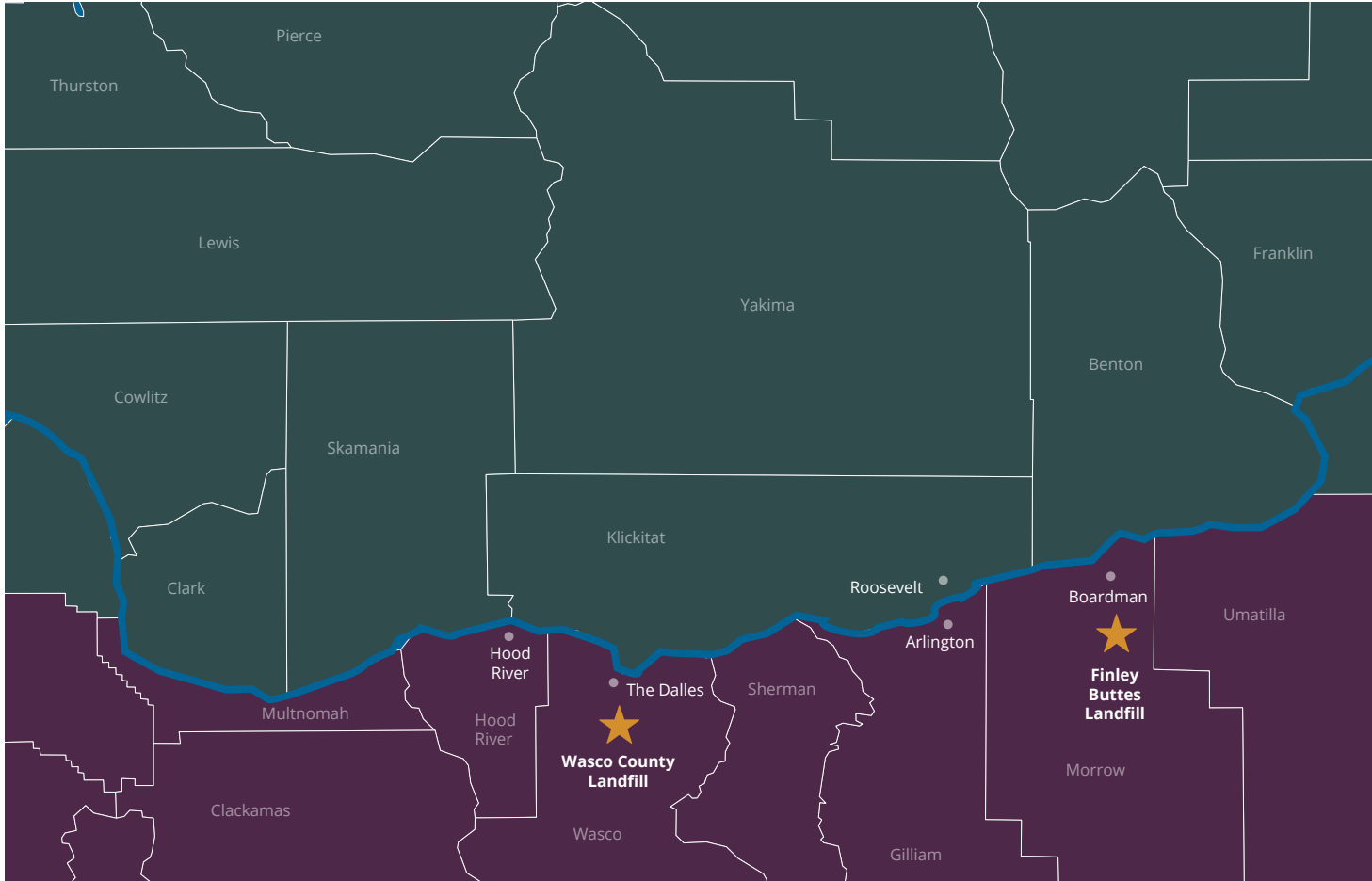
The LRI landfill is a privately owned mixed municipal solid waste landfill on a 320-acre site. The 168-acre landfill footprint has the approximate capacity for 29.2 million cubic yards. The landfill footprint is comprised of cells, and each is underlain by a state-of-the-art liner and leak detection system and includes other technical and regulatory design elements to meet or exceed all regulatory requirements. The footprint was configured to avoid impacts to South Creek and its eastern tributary.

Currently, cell 8B (4.9 acres) is being constructed in 2021. Cell 8 will be a total of 10.7 acres. Cell 9 will be 19.9 acres and cell 10 will be 21.8 acres. As of the most recent flyover on January 14, 2021, roughly 15 million cubic yards of airspace remain. Additional discussion of landfill capacity is provided below in the 20 Year Municipal Solid Waste Handling Projection section, as well as in *Planning Issues and Actions*.

10.2.7 Long-Haul Options

In the event the LRI landfill is not available, Pierce County and the City of Tacoma have contractual provisions with LRI to access other landfills outside of Pierce County—including the Finley Buttes and Wasco County landfills in eastern Oregon owned by Waste Connections, LRI’s corporate parent. Long-haul of solid waste by truck or rail will be used as an alternative to reduce the amount of waste going to the LRI landfill. LRI is committed to long-hauling material in order to keep the landfill open through 2036. LRI is currently working on assets and transportation to move Pierce County waste to the Finley Buttes Regional Landfill starting in 2023- 2024. Additional discussion of landfill capacity and context for longhaul transport is in the *Planning Issues* section, below.

Map: Oregon-based long-haul landfill facilities



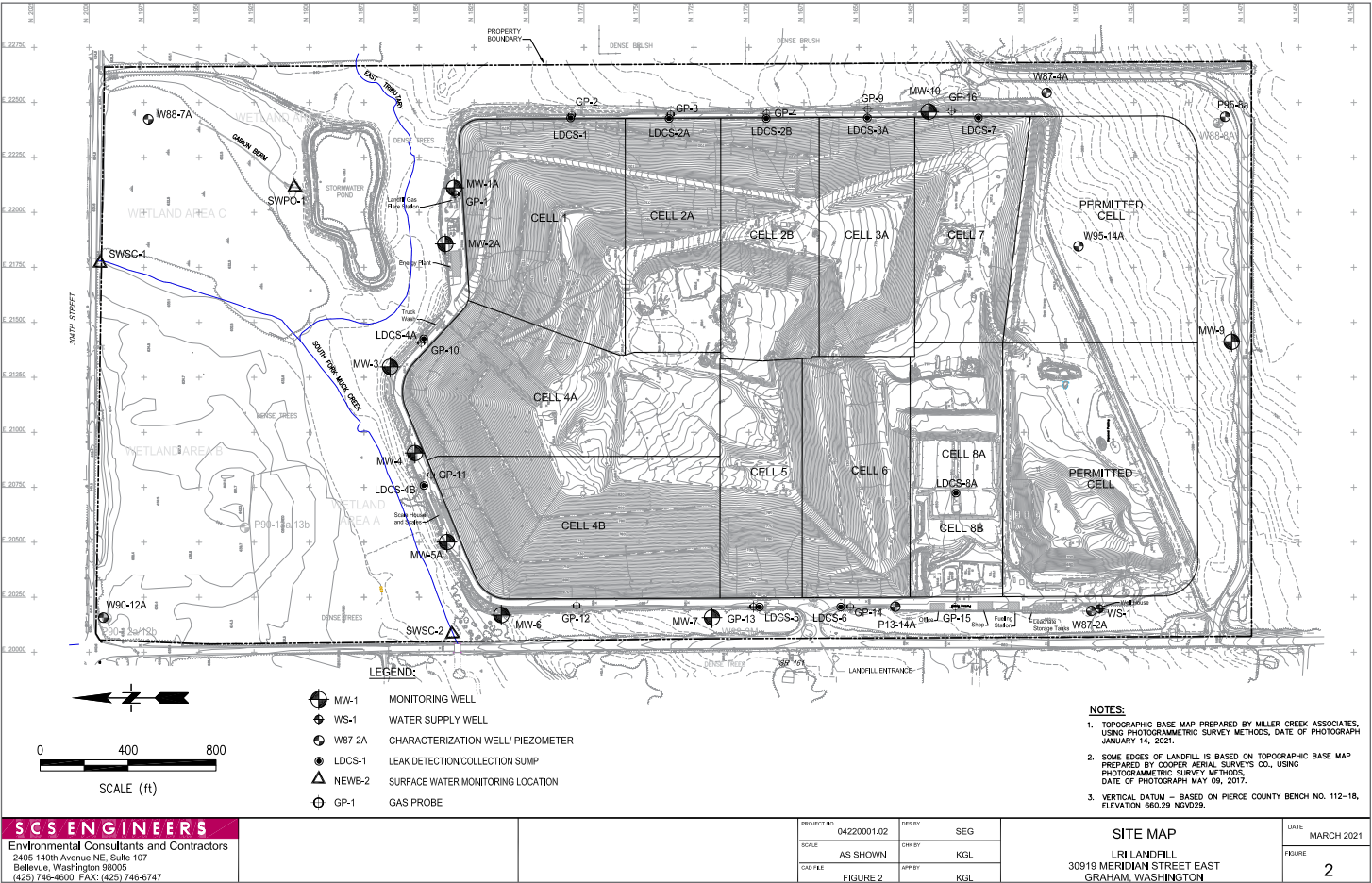
10.2.8 Managing Closed Landfills

Current closure standards for landfills are intended to isolate municipal solid waste over a long period of time to minimize environmental impacts. During the past 40 years, the handling and disposal of solid waste has become increasingly complex. Modern landfills are now constructed with engineered liners, leachate collection systems, and elaborate gas control systems designed to minimize the public health and environmental impacts of buried refuse. By contrast, almost all the old disposal sites in this report were operated under the standard practices for the time, including burning or disposal into gravel pits, wetlands, ravines, or hillsides. As a result, many of these older landfills have contaminated

groundwater and/or caused methane gas migration onto neighboring properties. Counties and municipalities are commonly burdened with expensive remedial measures for contaminated landfills and dumpsites. Even absent of contamination issues, development or reuse of these sites can be complicated by the presence of solid wastes.

The TPCHD maintains a [Closed Landfill Report](#), last updated in 2010. The objectives of the study were to establish an inventory, identify public health risks associated with closed dumpsites and landfills, and determine the need for further site investigation. Thirty-two

Map: 304th street landfill cells



closed dumpsites and landfills were described evaluated; more than 60 additional less-significant or lessdocumented dumping sites were also described. Additional discussion and detail can be found in the most current version of this report. Closed landfill sites continue to be monitored for compliance with regulations and mitigation of public and environmental health hazards.

10.3 20-year MSW Handling Projection

Population and Solid Waste Forecast

For the purposes of projecting long-term capacity needs for MSW, Pierce County maintains a 20-year forecast for the entire county, including the Tacoma and JBLM waste management systems. See Appendix R for the full 20-Year MSW Handling Projection. It is reviewed each year as part of the Landfill Capacity Analysis and MSW and non-MSW tonnages.

Population forecasting is based on actual population for 2021and increased at a rate of 1.25% per year. The population estimates represent long-term trends but do not include projections of shortterm or seasonal patterns.

Landfill Capacity Scenarios

The Pierce County – LRI Waste Handling Agreement Section 4.5.2 calls for an annual landfill capacity review of an independent third-party engineer’s report on the remaining capacity in the LRI Landfill. The Landfill Capacity Analysis documents disposal of MSW and non-MSW wastes dating back to the landfill opening in December 1999, and then projects future disposal based on scenarios developed in partnership with Pierce County.

Scenario 1 – No Action

This scenario assumes no implementation of the objectives or actions contained in this plan along with a three-system blended disposal rate per capita. Disposal of non-MSW increases from an average of 400,000 tons to 425,000 tons per year in 2030. Under this scenario, the LRI landfill will reach its capacity no later than 2032. This scenario is not a viable option moving forward.

Scenario 2 – Mix

The Mix scenario assumes implementation of the objectives and actions in this plan only as far as to reduce the rate of disposal overall for the three systems to that of Pierce County before COVID-19. This scenario also calls for a cap on the amount of waste from all three systems in which the excess would be long-hauled by rail to a much larger regional landfill in Central Oregon. This longhaul by rail approach would begin in 2023 and haul up to 110,000 tons of material from Pierce County and as many as 50,000 from Tacoma and JBLM annually. This also calls for a reduction in the amount of non-MSW waste (e.g., soils, special waste) going to the landfill. Under this scenario, the LRI landfill will reach capacity in 2036.

Scenario 3 – Reduction Mix

This scenario assumes implementation of the objectives and actions in this plan to reduce the overall amount of waste disposed in Pierce County by 5% annually. This, accompanied by the long-haul approach from scenario 2 for both MSW and non-MSW waste, will result in significant reduction in GHG as well as food waste and commercial and demolition debris. Under this scenario, the LRI landfill could potentially remain open until 2042.

Conclusion

Pierce County and the City of Tacoma believe that the realistic path forward is somewhere between Scenarios 2 and 3. There are several factors for this, including population growth, funding for all of the objectives and actions, and county staff constraints. While scenario 3 may not be reached in its entirety, a hybrid of these two scenarios will still lengthen the life of the LRI landfill further than originally predicted.

Table 8. Landfill capacity and closure scenarios for 304th St Landfill

Scenario 1 – No Action	Scenario 2 – Mix	Scenario 3 – Reduction Mix
MSW Disposal Current blended rate of disposal per capita starting in 2021	MSW Disposal Current Pierce County disposal rate along with a capped amount from each system with long-hauling of excess	MSW Disposal Reduction based on Plan goals at a rate of 5% annually
Non-MSW Disposal Soils and non-MSW are disposed at a rate constant with 2015 – 2019 average of 400,000 tons per year	Non-MSW Disposal Reduction of half going to LRI landfill	Non-MSW Disposal Reduction of the amount going to LRI landfill by as much as possible long-hauled by rail
Estimated Closure Date 2032	Estimated Closure Date 2036	Estimated Closure Date 2042



10.4 Planning Issues

Will a new solid waste disposal facility be sited in Pierce County?

Facilities should be sited to prevent or reduce impacts to other land uses. It is generally appropriate to site these facilities with other solid waste recycling or waste processing or composting facilities, industrial-scale intermodal transportation facilities, or on the site of a closed landfill.

No new MSW landfill disposal sites are planned or anticipated for Pierce County on the horizon of this plan. Locational standards for disposal sites are addressed in WAC 173-304-130, including solid waste facility siting requirements related to environmental and land use factors. Currently, siting of a new facility to landfill MSW is neither desirable nor feasible. Current local landfill capacity is anticipated to end within this period and Pierce County’s growing need for landfill disposal will have to be assessed and met through a variety of strategies, discussed further within this section.

While a municipal solid waste landfill siting is not anticipated, siting this or a limited purpose landfill remains a possibility. Landfills of this type include facilities which may encompass

considerable variations in waste types, site conditions, and operational controls. A limited purpose landfill is not allowed to receive municipal solid waste.

How can the Pierce County and City of Tacoma continue to meet the system’s solid waste transfer needs as population grows?

Solid waste transfer facilities are an important link between the collection and disposal of MSW. Transfer capacity may need to be increased, particularly in areas experiencing more significant growth. A solid waste transfer capacity evaluation will need to be undertaken to consider options between existing sites (at Purdy and Hidden Valley) versus siting a new facility (e.g., in areas where growth is driving demand, such as the Parkland unincorporated area). Hidden Valley is an LRI-owned facility and could potentially double in size. The transfer station at Purdy could also potentially double capacity based on available land that is already owned by Pierce County. Purdy is expected to remain the hub for municipal solid waste on the Key Peninsula. Transfer stations and drop-box facility standards to help guide this evaluation are in WAC173-304-410.

What are the options for managing the capacity and lifespan of the current landfill? What is the preferred strategy for diversion post-landfill?

The LRI landfill is expected to reach capacity within the horizon of this 20-year plan, and potentially within the period of the County’s disposal contract, ending in 2036. A new MSW facility is not being considered as an alternative once the landfill reaches capacity. Long-haul, either by rail or by truck, will either divert a portion of waste in the near-term to extend the life of the landfill, or be used as a primary disposal strategy once it is no longer accepting new waste.

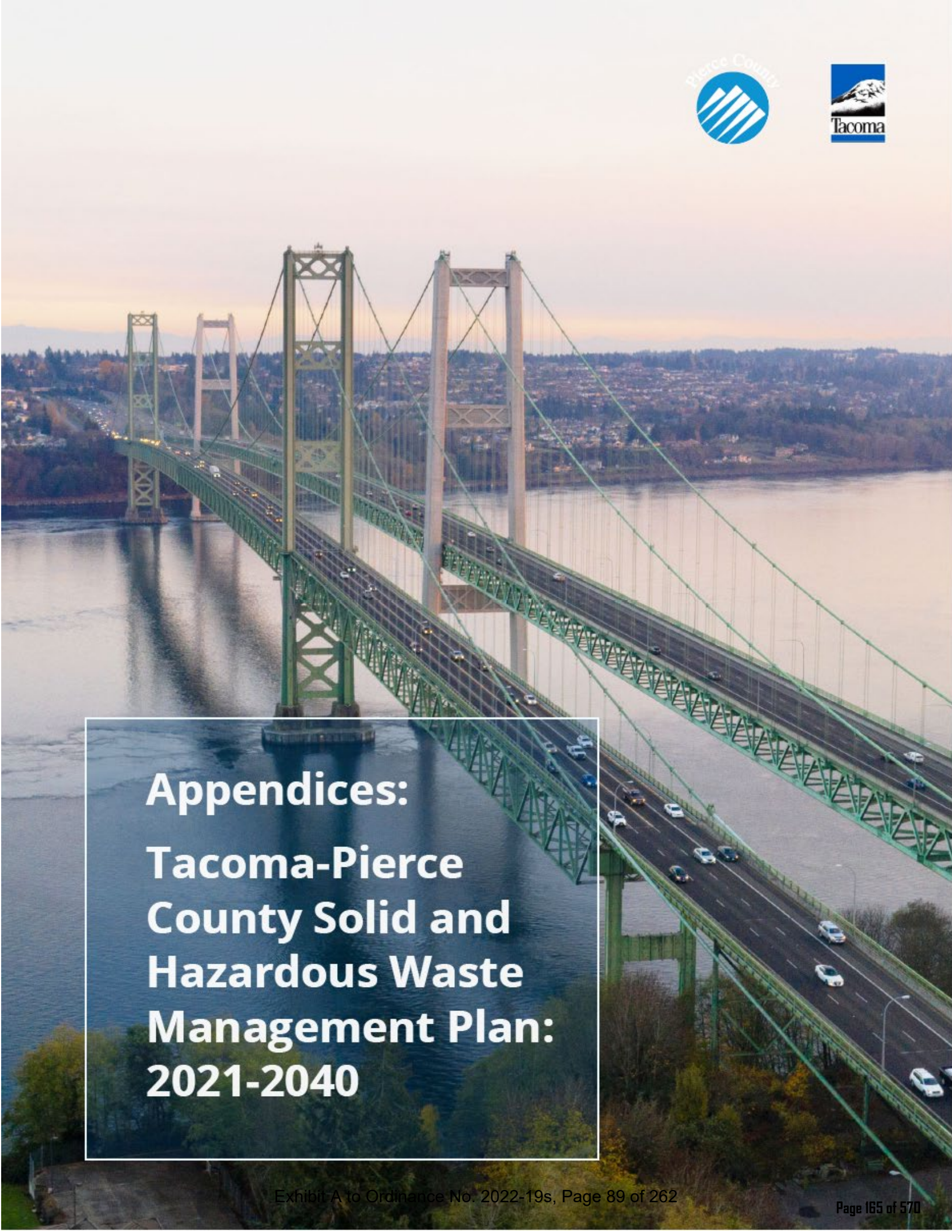
The responsibility to manage disposal capacity through 2036 is a requirement in the County’s contract with LRI. An evaluation of disposal alternatives will be required to further consider the parameters and process for implementation of preferred options. The evaluation will address various sources using the landfill (County, City of Tacoma, other private uses), and a detailed projection of

future use and capacity. A key component of the evaluation will be the lifecycle/GHG impacts of various alternatives. Pierce County and the City of Tacoma may both benefit from closer coordination in the future to define joint-use approaches to capital facilities for MSW disposal. A formal arrangement would facilitate dual planning and combining the financial capabilities of the City of Tacoma and Pierce County rate bases.

Exploring options and commitment to a preferred strategy for diversion to maintain capacity and/or post-landfill will result in a preferred approach for discussion in the 2025 SHWMP plan update.



10.5 Actions	
➡	Transfer and Disposal Action 1: The City of Tacoma Solid Waste Management Division and the Pierce County Sustainable Resources Division will meet at least twice annually to evaluate options and preferred strategies for planning and developing infrastructure for the transport and disposal of waste after the closure of the LRI County landfill in Graham.
➡	Transfer and Disposal Action 2: The County and LRI will work together to divert waste by rail to maximize the landfill’s life.
➡	Transfer and Disposal Action 3: Evaluate options to meet transfer station capacity across Pierce County.

A wide-angle photograph of the Tacoma Narrows Bridge, a large suspension bridge with green steel towers and cables, spanning a wide river. The bridge is filled with cars, and the surrounding landscape includes hills and trees under a soft, hazy sky.

Appendices: Tacoma-Pierce County Solid and Hazardous Waste Management Plan: 2021-2040

Appendix A – Glossary

Appendix B – List of SWAC Involvement in Creation of the Plan

Appendix C – SWAC Bylaws

Appendix D – Full List of Operators and Service Areas

Appendix E – Full List of Public Education Programs

Appendix F – Full List of Existing Waste Reduction Programs

Appendix G – Full List of Recycling Centers and Transfer Stations

Appendix H – Contamination Reduction and Outreach Plan (CROP)

Appendix I – Full List of Materials Accepted for Recycling in Pierce County

Appendix J – Full List of Materials Accepted for Recycling in City of Tacoma

Appendix K – Pierce County Yard Waste Facilities

Appendix L – List of Hazardous Waste Generators and Receiving Sites

Appendix M – Inventory of Listed Hazardous Sites

Appendix N – List of Registered Dangerous Waste Haulers in Washington State

Appendix O – Pierce County Dangerous Waste Facilities

Appendix P – Pierce County Used Oil Collection Sites

Appendix Q – Biomedical Waste Background

Appendix R – Twenty-year Projected Needs for Solid Waste Handling

Appendix S – Six-year Capital and Operations Financing

Appendix T – WUTC Cost Assessment Questionnaire

Appendix U – SEPA Checklist and FEIS Documentation

Appendix V – Interlocal Agreement

Appendix W – Retained Policies

Appendix X – Amendments and Updates

Appendix Y – Public Comment and County Responses

Appendix Z – Resolutions of Adoption

Glossary of Terms

Below are material management terms that are used in this document. The definitions provided are specific to this document and may not encompass all uses of these terms.

- **China's National Sword Policy** — "Operation National Sword" was a policy initiative launched in 2017 by the Government of China to monitor and more stringently review recyclable waste imports. Before the policy, China was importing the vast majority of recyclables from North America and Europe for two decades. This practice of buying recyclables brought raw materials for the growing industrial capacity of China, but also brought a lot of contaminated recyclables which ended up accruing in China, causing other environmental concerns such as air and water pollution.
- **Conscious consumption** — emphasizing the holistic impact of purchasing decisions on the environment, consumer health, and more. Can also include discussions on advertising tactics, planned obsolescence, and life cycle analysis.
- **Commingled recycling** — a service where customers can place all program accepted recyclable materials into one container (e.g., plastic, paper, aluminum)
- **Composting** — the controlled breakdown of organic waste to make a soil amendment, conditioner or mulch. Organic materials include such things as yard waste, food waste, wood waste, biosolids (organic solids removed from wastewater treatment) and paper.
- **Composting facility** — a solid waste facility specializing in the composting of one or more organics of a known and consistent composition, other than mixed municipal waste, to produce a marketable product for reuse or as a soil conditioner. Feedstocks may include, but are not limited to yard waste, biosolids, or food waste.
- **Curbside collection** — a service that picks up recyclable items, compost and/or garbage from customers' properties at regularly scheduled times
- **Dangerous waste** — "Dangerous wastes" means those solid wastes designated in WAC [173-303-070](#) through [173-303-100](#) as dangerous, or extremely hazardous or mixed waste
- **Diversion** — the avoidance of placing items into a landfill through reuse, recycling and composting Extended Producer Responsibility—see Product Stewardship

- **Drop box transfer station** — a solid waste facility needing a Solid Waste Permit which is used for placement of a detachable container including the area adjacent for necessary entrance and exit roads, unloading and turn-around areas. The facility normally serves the general public with loose loads and receives waste from off-site.
- **Facility** — a place that receives materials from outside of its site boundaries such as a transfer station or recycling center. Dumpsters and other containers that only service the site where they are located are not considered facilities.
- **Greenhouse gas(es) (GHG)** — A variety of gases that, once released into the atmosphere, trap the sun's heat causing a global greenhouse effect, which is like a heat-trapping blanket. Most GHGs come from the burning of fossil fuels and chemicals used for refrigeration and cooling. Examples of GHGs are carbon dioxide, methane, nitrous oxide and fluorinated gases.
- **Industrial symbiosis** — the notion of a nexus of organizations working together to close the loop by matching waste output with feedstock needs. Can also expand to include things beyond raw materials such as wastewater, gas, etc.
- **Interlocal agreements (ILAs)** — legal arrangements between Pierce County and its cities and towns that establishes the adoption and implementation of the Solid and Hazardous Waste Management Plan.
- **Landfill** — a disposal facility or part of a facility where garbage is permanently placed in or on the land
- **Linear economy** — the traditional production, purchase, and disposal of goods and materials. Opposite of a circular economy which aims to keep goods and materials in use for longer and sometimes never includes the disposal phase.
- **Litter Credit Program** — Litter Credit waives landfill disposal fees up to \$125 for:
 - Victims of illegal dumping (residential property)
 - Community cleanup programs (neighborhoods, parks, beaches, etc.)
 - Resolution of an active solid waste violation
- **Materials Recovery Facility (MRF)** — a place where recyclable items are separated into individual material types (e.g., plastic, paper, aluminum). MRFs sell bales (large compressed blocks of one commodity) of recyclable materials to other facilities where they are processed into new products.
- **Materials Management System**—all aspects of the solid waste system from waste generation to disposal. The system aims to use and reuse resources efficiently and

sustainably throughout their lifecycles. It seeks to minimize materials used and all associated environmental impacts.

- **Minimum Level of Service ordinances** — requirements established for residential curbside recycling and yard waste collection. These requirements must be met by the solid waste collection companies operating in unincorporated portions of the county.
- **Municipal solid waste (MSW)** — a subset of solid waste which includes garbage discarded from residential, commercial, institutional and industrial sources.
- **Non-residential recycling collection** — non-residential recycling collection is defined by several classes of carriers:
 - **Common carriers** are permitted by the WUTC and can collect a specific commodity (or commodities) within a designated geographic territory. Common carriers do not own the commodity being hauled; they are simply providing a transportation service for the owner. For example: a private company hauling cardboard from nonresidential generators to an independently operated recycling facility would be a common carrier. Common carriers are required to provide collection and transportation service to anyone requesting the service within the collection territory. Fees are negotiated between the carrier and the customer.
 - **Contract carriers** are permitted by the WUTC and can collect a specific commodity (or commodities) from a single nonresidential generator. For example: an independent company collecting cardboard from a single manufacturing company would be a contract carrier. Contract carriers negotiate the tariff or fee paid for the service with the waste generator without WUTC involvement. Private carriers are not subject to regulation by the WUTC.
 - **Private carriage** involves the collection and transportation of a commodity (or commodities) by either the commodity generator or the commodity user, if the collection and transport activity is incidental to the overall or primary business of the generator or user. For example: a large manufacturing facility that self-hauled small amounts of cardboard to a local recycler would be considered a private carrier. Recycling firms that collect their own materials for further processing and marketing are also considered private carriers.
- **Old corrugated containers (OCC)** - usually referring to post-use cardboard. Paper bags are sometimes included in this category.

- **Organics** — "Organics" refers to carbon-based materials that include forest slash, food, yard debris, manures, and other agricultural residues.
- **Pierce County Product Stewardship** — a philosophy and management strategy where the manufacturer takes responsibility for managing its product and packaging throughout its whole life cycle. Also called extended producer responsibility.
- **Recycling** — a series of activities that includes collecting used, reused, or unused items that would otherwise be considered waste; sorting and processing the recyclable products into raw materials; and remanufacturing the recycled raw materials into new products or components of products.
- **Reuse** — repurposing an item or material to avoid its disposal
- **Single-use items** — products that are designed to be used once and then disposed, such as paper coffee cups, plastic sandwich bags and disposable razors.
- **Solid Waste Advisory Committee (SWAC)** — a group required by state law established by the County to "assist in the development of programs and policies concerning solid waste handling and disposal." The SWAC reports to the Pierce County Council.
- **Special waste** — those materials with unique collection, handling and disposal requirements that are not generally part of the mixed municipal solid waste stream. Includes items such as contaminated soils, street sweeping residues, waste from cleaning manholes and storm drains, sludges, boiler or incinerator ash and many industrial wastes.
- **Sustainability** — treated holistically; sustainability should not be confused with "green" or "environmentally friendly". Sustainable decisions and actions consider all factors that might affect maintainability, such as economics, efficiency, equitability, effectiveness and the environment.
- **Transfer station** — a solid waste facility needing a Solid Waste Permit which is a permanent, fixed supplemental collection and transportation facility, used by person and route collection vehicles to deposit collected solid waste from off-site into a larger transfer vehicle for transport to a disposal facility. It may include baling or compaction activities or recycling facilities.
 - **Drop box transfer station** — a drop box transfer station uses a detachable container (drop box) for receiving solid waste delivered to the site. Separate

containers are provided for yard waste and recyclables. This type of transfer facility normally serves general public self-haul customers. Drop box facilities are designed to serve rural or low-density residential areas remote from a disposal facility or other transfer stations, or areas with transportation problems such as an island with only intermittent ferry service.

- **Moderate risk waste fixed facility** — a moderate risk waste (MRW) fixed facility is used to recycle, sort, and package household hazardous and moderate risk waste prior to transport to a disposal facility. A MRW fixed facility receives hazardous waste from households and/or moderate risk waste from businesses that generate hazardous waste in quantities below the threshold for regulation under Washington's Dangerous Waste Regulations WAC 173-303. (These small business generators are generally referred to as Small Quantity Generators - SQG's.) Waste that is collected must be recycled or disposed in designated hazardous waste landfills or incinerators or handled by other alternatives allowed by law. (The Tacoma-Pierce County Local Hazardous Waste Management Plan provides a full discussion about moderate risk waste handling requirements.)
- **Mobile collection facility** — a mobile collection facility operates for short durations at numerous locations convenient to residents in order to collect wastes generally not permitted for MSW landfill disposal. Mobile collection facilities are generally used to collect household hazardous waste only and do not serve small businesses.
- **Intermodal facility** — an intermodal is a facility where material is transferred from one mode of transportation to another (e.g., truck to rail). An intermodal facility typically is used to change the mode of solid waste transport from highway to rail or barge. Intermodals are generally used to ship waste out-of-county. They must be capable of efficiently handling large amounts of waste on a timely basis.
- **Washington Utilities and Transportation Commission (UTC)** — a three-member board appointed by the governor of Washington. The UTC is responsible for regulating fees, services, and practices of privately owned utilities (solid waste haulers) and transportation companies.
- **WRRRA** — the Washington Refuse and Recycling Association is an association of solid waste companies and professionals that promote the private solid waste and recycling industry and their member companies.

- **WSRA** — the Washington State Recycling Association is a nonprofit membership organization dedicated to supporting waste reduction, reuse, recycling, and composting in Washington.
- **WACSWM** — the Washington Association of County Solid Waste Managers is an affiliate “caucus” of the Washington State Association of Counties (WSAC), that provides a collective voice for local solid waste officials in Washington State to advocate for a strong, effective and efficient solid waste system.
- **Waste**—items that are discarded and managed through either recycling, composting or garbage services
- **Waste reduction** — actions taken before waste is generated to either reduce or completely prevent the generation of waste. Some further divide this term into categories, such as waste prevention, avoidance and minimization. In this document, the term reduction includes all these other categories.
- **Waste Trends Analysis** — Pierce County's annual program that inventories items found in the municipal garbage. Waste is manually sorted and classified to help the system administrators better understand what is being discarded.
- **Yard waste** — natural yard debris that can be composted or ground-up for mulch, such as grass clippings, brush, leaves and tree limbs

Solid Waste Advisory Committee Involvement

Full meeting details including agenda, meeting summary, presentations, and handouts can be viewed [here](#).

September 9, 2020:

The planning team (Pierce County staff and EnviroIssues) gave a presentation on the SHWMP. It was the first presentation given to SWAC about the SHWMP so it was very high level. A discussion followed regarding SWAC's role in the plan development. Following the SWAC meeting, members received a comment form to provide input on the SHWMP planning process.

November 18, 2020:

The planning team gave a presentation on the SHWMP. The focus was on topics of policy to give SWAC a brief overview of what was being emphasized or discussed in the plan. An update on the progress of the plan's development was also given. There was discussion about food waste, extended producer responsibility, and more. A brief survey was sent out to SWAC following the meeting to inquire about topics of interest and preferred methods of engagement as we move forward.

Survey results can be viewed [here](#).

December 9, 2020:

Pierce County presented on the Contamination Reduction and Outreach Plan (CROP -an appendix of the SHWMP). Troy Rowan (Tacoma-Pierce County Health Department) gave a presentation on the hazardous waste aspect of the SHWMP.

March 10, 2021:

The planning team gave an update on the SHWMP. A survey was given to SWAC members asking for feedback on their experience with the solid waste system in Pierce County.

April 14, 2021:

April's meeting focused on the interconnection between the Sustainability 2030: Greenhouse Gas Reduction plan and the SHWMP. There was also a presentation on a life cycle assessment tool that may be utilized within the 20-year period of the SHWMP.

May 12, 2021:

SWAC was reminded of their role in the voting process, which will take place in June. They will have received and reviewed a draft of the SHWMP to vote on. An opportunity to ask for clarification or send comments was also provided prior to the vote.

June 9, 2021:

The June meeting was kicked off by a presentation of the SHWMP plan. Nicole Lobodzinski (EnviroIssues) discussed the chapter elements, Ryan Dicks presented on the actions implementation table, Lizzy Paul discussed the CROP, and Troy Rowan presented on the Local Hazardous Waste Management Plan. We felt these appendices would be most intriguing to SWAC members. After the presentation, there was an additional opportunity to discuss the plan and answer any questions. The vote was held and SWAC unanimously recommended Council's adoption of the plan.

Rules and Procedures for Pierce County Solid Waste Advisory Committee

Adopted: September 16, 2006

Revised: May 11, 2011

Revised: April 10, 2013

Revised: December 13, 2017

A Solid Waste Advisory Committee (SWAC) for Pierce County was created by the Pierce County Council and is described in Chapter 2.92 of the Pierce County Code. The SWAC adopts these General Rules and Procedures to supplement provisions of the County Code. Unless otherwise indicated in these Rules of Procedure the following terms apply:

“Department” means Pierce County Planning and Public Works Department;
and

“Staff” means an employee (or employees) assigned by the Planning and Public Works Director, or designee, to work with the SWAC.

Members

- 1) The SWAC is composed of voting and non-voting members, pursuant to Pierce County Code Chapter 2.92.
- 2) During the conduct of meetings, all members – voting and non-voting – shall have equal rights and privileges with two exceptions:
 - a) Non-voting members shall not be counted in the determination of a quorum and shall not vote on matters that require the SWAC to take a formal vote.
 - b) Only voting members shall be eligible to serve as Chair or Vice Chair.

Officers

- 1) The SWAC shall nominate candidates for the positions of Chair and Vice-Chair from the voting members at the first regular meeting scheduled on or after April 1st. Nominations may be for a slate of candidates or individual candidates for each position. After the Chair closes nominations, the SWAC shall elect its officers.
- 2) The roles of the Chair and Vice-Chair are as follows:
 - a) The Chair shall serve as the presiding officer of the SWAC.
 - b) The Vice-Chair shall serve as the presiding officer in the absence of the Chair.

- c) Together, the Chair and Vice-Chair shall regularly coordinate with Staff to propose meeting topics and agenda, evaluate the SWAC's performance against its work plan, propose training topics or tour opportunities for SWAC members, and schedule external reports and communications.
- 3) If the Chair is unable to fulfill a complete annual term position, the Vice-Chair shall serve as Chair for the remainder of the year.
- 4) If the Vice-Chair position becomes vacant before a regularly-scheduled election, the Chair shall call for nominations and election of a new Vice-Chair to serve for the remainder of the year.
- 5) Should both the Chair and Vice-Chair be absent from a meeting, the member present with the most seniority on the SWAC shall serve as Acting Chair during the meeting.

Meetings

- 1) The SWAC will meet at least four times a year.
- 2) Annually, the SWAC may consider and adopt a proposed meeting schedule and work plan or ask Staff to prepare the same.
- 3) To handle additional workload, the SWAC may schedule additional meetings, as long as sufficient public notice is provided.
- 4) The SWAC will use different types of meeting formats for various purposes:
 - a) A **Community Conversation** is a type of meeting hosted by the SWAC where the SWAC reaches out to the community to gather input on a specific topic before making a recommendation in a report to the County Council or County Executive. Generally at these meetings, the public will be given the opportunity to ask questions about the topic and brainstorm with the SWAC on solutions. The SWAC does not take formal action, such as a vote, at these meetings.
 - b) At regular SWAC meetings, the SWAC will act as a **Sounding Board** to provide guidance and advice on Department or Division proposals, and to provide opportunities for the general public to bring up and comment on solid waste issues. In these meetings the SWAC will use a consensus decision-making process when possible unless a formal vote has been requested.
 - c) When the SWAC has been requested to provide a formal position on an issue by the County Council, Executive, or Department, such as on updates to the Solid Waste Management Plan or on proposed resolutions, ordinances, or programs, the SWAC's purpose will be to provide **Formal Review** and adopt a report with recommendations. In these cases, the SWAC will vote on the recommendation.

There will be an opportunity for minority reports.

- 5) Unless otherwise noticed, meetings will be held in a public meeting room at the Tacoma Mall Plaza, 2702 S 42nd Street, Tacoma, Washington. The SWAC may choose to schedule meetings in alternate locations around the County particularly when hosting Community Conversation type of meetings.

Agenda and Notice

- 1) Staff, in consultation with the Chair, will prepare a proposed agenda for each scheduled meeting.
- 2) Agendas should provide an opportunity for the public to raise issues not already discussed at the meeting.
- 3) No less than one week prior to the date of the meeting Staff shall post meeting materials on a County webpage designed for SWAC communications and shall also send an e-mail to SWAC members and interested parties. The posting and e-mail shall serve as notice and include the date, time, and location of the meeting.
- 4) Special meetings should be announced with as much advance notice as possible.
- 5) SWAC members and other persons may request to receive meeting notices and meeting materials by U.S. Mail, or by picking up copies at the Department offices, or other methods mutually agreed to by SWAC Chair and Staff.
- 6) Telephone notice to SWAC members may be used to notify members of special meetings.
- 7) Topics may be added to the proposed agenda by telephoning or e-mailing the Chair and Staff prior to the meeting, or at the opening of the meeting.

Conduct of Meeting

- 1) Members and visitors at the meetings will treat each other with respect, will not monopolize meeting time, and will listen to and try to understand each other's views.
- 2) At Community Conversation meetings:
 - a) The Chair will open the meeting, introduce members and the topic of the meeting, and identify if a presentation is to be made.
 - b) The Chair should explain that no action will be taken at the meeting by the SWAC.
 - c) The audience members will then have the opportunity to ask questions and comment on the topic.

- d) If an audience member gets too far off the subject or complains about other solid waste issues, the Chair should remind the person of the meeting's topic and direct him or her to raise the topic at a regular SWAC meeting. Staff could be asked to explain to the person, after the meeting, how that particular issue could be handled.
- 3) The SWAC will conduct business by consensus whenever possible and will seek opportunities to develop group solutions and resolve conflicts. To reach a consensus decision, SWAC members will make proposals, hold additional discussion, and then the Chair will call for the consensus decision on the proposal. During the discussion of a topic, the Chair should provide opportunities for audience members to participate.
- 4) Robert's Rules of Order should be used for formal motions when a vote is needed, and may be used when consensus is not achievable.
- 5) Proxy votes are not permitted.

Review Process

- 1) The SWAC may engage in two types of formal review upon receiving requests, duly transmitted in writing, from the Chair of the County Council, the Chair of an appropriate Committee of the Council, the County Executive, or Staff:
 - a) The SWAC may review and make recommendations on resolutions, ordinances, plans, or programs relating to solid waste handling prior to final action by the Council.
 - b) The SWAC may also review and advise the Department on the design and implementation of plans and programs
 - c) After discussion in one or more meetings, the SWAC shall adopt recommendations by a majority vote of the SWAC voting members on the proposed resolution, ordinance, plan, or program they have been requested to review. The Chair, assisted by Staff, shall draft a written response transmitting the SWAC's recommendations.
 - d) If two or more members of the SWAC hold a minority opinion in opposition to the majority vote of the SWAC, those holding the minority opinion may, among themselves, draft a minority report which shall be transmitted at the same time as the Chair's written response.
- 2) The SWAC may engage in the following, less formal, advisory roles:
 - a) Holding community conversation meetings to solicit community input on solid waste topics
 - b) Acting as a sounding board, to research and discuss solid waste topics

- 3) When the Council, Executive, or Department request formal review or less formal review, the SWAC Chair shall notify SWAC members of the requested action and of any deadlines for completing review or providing advice. This notice may be provided during a regularly scheduled SWAC meeting or through other means of notice as allowed elsewhere in these Rules.
- 4) The Chair shall place the item on an upcoming agenda and/or may set a date for the SWAC to solicit comment from the community.
- 5) At the Chair's discretion, or by a majority vote of the SWAC voting members, the item may be transmitted to a subcommittee or an Advisory Group for review and comment. The Chair shall establish a deadline for subcommittee or Advisory Group review, provide members with direction or any specific review questions, and schedule regular updates from the subcommittee or Advisory Group Chair, as necessary. If the subcommittee or Advisory Group fails to meet the review deadline, the SWAC shall proceed to take action without subcommittee or Advisory Group comment.
- 6) Concerning items of less formal advice: after discussion in one or more meetings, the SWAC shall adopt, by consensus, a written report on the SWAC's findings.
- 7) SWAC members wishing to review issues not otherwise requested shall consult with the Chair to have the item placed on a future agenda.
- 8) If the SWAC, by a majority vote, wishes to propose an amendment to an adopted resolution, ordinance, or plan or wishes to request clarification of a Council action or direction, the SWAC Chair shall first prepare a written request with the assistance of Staff outlining the SWAC's reasons for desiring a review and asking the Council for direction.

Record of actions

- 1) Regular and special meetings of the SWAC, subcommittees and Advisory Groups shall be electronically recorded. Staff serving as Secretary shall record substantive motions in writing, record votes by roll call, and prepare a meeting summary which shall be considered, revised (if necessary), and adopted by the SWAC at its next regular meeting. Copies of the recording shall be maintained by the Department pursuant to a retention schedule approved by a Department Records Specialist and the State Archivist.

Communications

- 1) Formal communications or reports shall be made in writing.

- 2) The spokesperson at Council meetings for the SWAC shall be the Chair or his/her designee.
- 3) The spokesperson may, through oral presentation, clarify, but not expand upon, formal written communication.
- 4) When a SWAC member takes an independent action on a solid waste issue, such as testimony before the Council, conversation with the Department, or letters to public officials or a newspaper, the member must state on the record that the member expresses a personal opinion rather than a position of the SWAC or Advisory Group. The entire SWAC should be informed of the action.

Participation and Attendance

Pierce County Code 2.92.060 directs the SWAC to adopt "procedures by which the SWAC will notify the County Executive should any member of the SWAC demonstrate performance sufficient to cause his or her removal."

- 1) SWAC members will make every effort to attend all scheduled meeting. Members will notify the Chair and Staff if the member is unable to attend a SWAC meeting. The Chair, with assistance from Staff, shall document the excuse provided for the absences in question. If no excuse is giving for a particular absence, it shall be considered unexcused.
- 2) At the start of each meeting, the Chair will ask Staff to call the roll of SWAC members. For any member absent, the Chair shall announce whether the member's absence is excused or unexcused. Staff will record the roll call, and notify the Chair if a quorum is present.
- 3) Staff will maintain an ongoing attendance record for all SWAC members and provide this record to all SWAC members, in writing, at least quarterly.
- 4) Any member with three or more unexcused absences in any twelve-month period, or who misses greater than 50-percent of the scheduled meetings in any twelve-month period, shall automatically be considered for removal from the SWAC.
- 5) The SWAC may, by majority vote of the SWAC voting members, recommend that the County Executive, with the consent of the County Council, replace any voting member who has three or more unexcused absences, or who misses greater than 50-percent of the scheduled meetings in any twelve-month period. Prior to the SWAC's vote, the member shall have the opportunity to explain why he/she should remain on the SWAC.

- 6) Concerning non-voting members, the SWAC may, by majority vote, recommend to the respective appointing authority or organization, the replacement of any non-voting member who has three or more unexcused absences, or who misses greater than 50-percent of meetings in any twelve-month period.

Subcommittees and Advisory Groups

- 1) The SWAC may create one or more subcommittees or Advisory groups to advise the SWAC and better manage its work. Subcommittees shall be composed of no more than five voting members of the SWAC. Advisory Groups shall be composed of less than a quorum of SWAC members, and may include non-voting members of SWAC and individuals not serving on the SWAC, selected for subject matter interest or expertise.
- 2) The SWAC Chair shall appoint subcommittee and Advisory Group members, subject to confirmation by a majority of the SWAC voting members.
- 3) The SWAC Chair shall appoint the subcommittee or Advisory Group Chair.
- 4) Subcommittees and Advisory Groups shall be of an advisory nature only and shall make recommendations to the SWAC on matters specifically assigned by the SWAC.
- 5) All members of Advisory Groups share equal rights and privileges including participation in quorums and voting.
- 6) Subcommittees and Advisory Groups may meet informally, without minutes; however, the Subcommittee or Advisory Group Chair shall keep the SWAC Chair informed, and report to the full SWAC at each SWAC meeting which occurs while the subcommittee or Advisory Group exists.
- 7) All Subcommittee and Advisory Group meetings shall be announced to the SWAC, publicized as mutually agreed to by the SWAC Chair and Staff, and held in a location open and accessible to the public.

Conflict of Interest/Appearance of Fairness and Interaction

- 1) Members of the SWAC shall disclose personal and/or business interests to the committee that would tend to prejudice the member's recommendations to the Council or the Department.

Additional Powers and Duties

- 1) The SWAC, with assistance from Staff, shall provide orientation information to newly appointed members.

Role of the Planning and Public Works Department

- 1) The Department assists the SWAC in the review process through development of agendas, briefings on issues, transmittal of written communication, meeting logistics, and in maintenance of the records of SWAC actions. Records shall be maintained by the Department pursuant to a retention schedule approved by a Department Records Specialist and the State Archivist.
- 2) The Department Director, or designee, assigns an individual to serve as the primary staff contact for the SWAC.
- 3) Subject to staffing and budget constraints, the Department may make available additional staff to assist in staffing subcommittees or Advisory Groups.
- 4) Staff shall meet annually with the Chair and Vice-Chair to review staffing and budget constraints.

Amendments

- 1) These general rules and procedures may be amended by majority vote of the SWAC voting members at any regular or special meeting of the SWAC, provided a proposed amendment has been provided to SWAC members and other interested parties at least one week in advance.
- 2) An amendment may also be proposed at any SWAC meeting provided the vote is held until the next meeting.

*Adopted September 16, 2006
Revised May 11, 2011
Revised April 10, 2013
Revised December 13, 2017*

Pierce County Operators and Service Areas

Operator	Service Area
LeMay/Pierce County Refuse	Anderson Island Dupont Eatonville Graham Lakewood Parkland Roy Spanaway Steilacoom Puyallup— Zip codes: 98373 (S of 112th St.), 98375
City of Tacoma	City of Tacoma
University Place Refuse/ Westside Disposal	Fircrest University Place
Murrey's Disposal / American Disposal / DM Disposal	Bonney Lake Browns Point Buckley Carbonado Edgewood Fife Gig Harbor Key Peninsula Milton Orting Purdy South Prairie Sumner Wilkeson Puyallup Zip codes: 98371, 98372, 98373 (N of 112th St.), 98374
Murrey's Disposal	City of Ruston

Pierce County Education Efforts

Program Name	Program Description
Business Technical Assistance Program	The business technical assistance program exists as a resource for businesses in Pierce County to learn about how their business can benefit from recycling. The waste reduction and recycling team can offer assistance in getting started with recycling, choosing the appropriate service levels, and educating staff on proper recycling habits. So far, the program is mainly reactive, but hopes to be more proactive as it develops.
Community Programs	Community programs are offered regularly, or local groups (Rhododendron Society, scout groups, etc.) can reach out to request custom programming. An environmental educator works with the group to develop classes and workshops for the topic of choice. Regularly scheduled classes open to all residents are offered at least semi-annually. Some topics for community classes include composting, gardening, and sustainability education.
EarthMatters Newsletter	Pierce County's EarthMatters newsletter is mailed out on a semi-annual basis (this might be changing to annual basis in near future). Since 2015, the EarthMatters newsletter has been sent out to all single family and multi-family households in the County's solid waste system, which at last count was approximately 242,000 households. Topics covered in the newsletter include: environmental education programming, solid waste system updates, a recycling reminder small poster, and more. The Environmental Education E-News is also sent out via email quarterly.
Event Tabling	Each year Pierce County brings our community booth to events throughout the County as a way to directly answer questions about the recycling program and pass out resources. Over time we have honed the list of events we attend in order to have a broad geographic reach across the County. We attend various farmers markets (Puyallup, Lakewood, Steilacoom, Gig Harbor, Orting), live music concerts (Tunes at Tapps in Bonney Lake and Buckley Music in the Park) and community celebrations (Freddie Fest, Garfield Street Fair, Tahaleh Harvest Day, ABC Days). This outreach has been on hold due to COVID-19 but we plan to resume attending events when it is again safe to do so.
Mailings	Residents can request recycling reminder magnets and posters for free via our website. In 2020, we mailed out recycling reminder magnets to 110 Pierce County residents on average each month. In addition, we offer meal planning notepads targeted at reducing food waste at the source. In 2020 we mailed meal planners to over 850 residents, with the majority of requests coming in April after the main EarthMatters newsletter story focused on food waste reduction techniques.

Program Name	Program Description
Meet with Community Groups	Local community groups can request a member of the waste reduction and recycling team to speak with their group about recycling. This is a great resource during a time when many meetings are virtual and some normal work is put on hold due to the pandemic. Groups fill out a simple form on our website and a team member develops the appropriate content for the meeting.
Multifamily Support	We estimate that there are 196,000 single-family households and 46,000 multifamily households in Pierce County. Based on data from our Waste Trends Analysis project we know that apartment residents throw away about twice as many recyclables as single-family residents, which is why we provide additional support to multifamily households. County staff conduct field visits, visit with property managers to explain the County's recycling system, provide recycling information on magnets for property managers to give to new and existing tenants, distribute recycling information door-to-door, install recycling and garbage waste enclosure signage, and provide suggestions to Property Managers to help set up their apartment complex for successful recycling. Proactive support tends to focus on larger multifamily complexes but these services are available upon request to any multifamily property within Pierce County.
PCRecycle Mailbox and Phone Line	Residential support is available via the PCRecycle email or the sustainable resources phone line. Both options are checked daily and residents can expect a prompt response. This resource allows residents to ask any questions regarding recycling or the solid waste system and often times serves as an educational opportunity to go deeper into a topic.
Recycling Website	Pierce County Sustainable Resources maintains an informative website on solid waste, recycling, waste reduction, and more. Some popular resources include: recycling menu, "Why can't I recycle...?", advanced recycling information, and information on environmental education. The website is user friendly and serves as a great resource for residents, schools, and businesses. It is updated on a regular basis to ensure all information is accurate.
School Programs	Custom programming is available to teachers in all areas of Pierce County, excluding the City of Tacoma which has its own EnviroChallenger school program. Offerings include customized lesson plans with a focus on developing a community action project and green team and environmental club support. Programs are developed in coordination with teachers and topics include: waste reduction and recycling, natural resource conservation, gardening and composting, and general sustainability education. The community action projects developed with students can include waste reduction, developing and maintaining school gardens, waste diversion through worm composting, upcycled art projects, and other sustainability-based projects.

Program Name	Program Description
School Technical Assistance Program	Fourteen public school districts, ranging in size from one school location to over 30 school locations, operate in Pierce County (outside of Tacoma) as well as multiple private schools. Our waste reduction and recycling team conducts hands-on recycling assessments at these schools and works directly with the schools to improve internal collection, update materials and teach students and staff what to put into the recycling bin and what goes into the garbage in Pierce County. For Pierce County schools (outside of Tacoma) that have been actively working to improve recycling and reduce waste within their school, we can partner to place a water bottle filling station at the school. This helps reduce the number of single-use water bottles in schools and spreads the message about the importance of waste reduction.
Social Media	Sustainable Resources is currently building our presence on Pierce County's social media channels. This year (2021), we introduced a 52-week long campaign called "Waste Less Wednesdays" to share tips on recycling, reducing waste, and more. These posts go out weekly on the Pierce County Planning and Public Works Facebook page. Additionally, we have started to develop short informational videos highlighting different aspects of our solid waste system. The first one is called "Beyond the Garbage Can" and sequential videos will be on topics like food waste, recycling, etc.
LeMay - New Customer Welcome Kit	The new customer welcome kit includes: UTC Consumer Guide, Waste Wizard Buck Slip, LeMay brochure, online payment instructions UTC annual letter (with service levels and rates) and the Pierce County Recycling Reminder flyer.
LeMay - Annual UTC Letter	The annual UTC letter is mailed out and calendars are available on the website.
LeMay - ReCollect - Materials Search + Schedule Finder	ReCollect is an active service feature on the website for customers to learn how to recycle or dispose of a specific material, learn their service day, set up reminders for service day, and more.
LeMay - Facebook Page	A Facebook page was launched in 2020.
LeMay - Event Tabling	LeMay staff attend community events such as ABC Days and Touch-a-Truck where a booth is set up and educational literature is passed out to participants.

Program Name	Program Description
Murrey's - New Customer Welcome Kit	New customers receive a packet that includes: new service voucher, annual UTC letter, instructions for autopay online, Pierce County Recycling Reminders flier, and a calendar.
Murrey's - Annual UTC Letter	The annual UTC letter is sent to commercial, residential, multi-family, ad roll-off customers. This is required by the UTC.
Murrey's - ReCollect - Materials Search + Schedule Finder	ReCollect is an app that residential customers can view service days, schedules, and disposal methods for certain materials. It is available on the hauler website.
Murrey's - Facebook Page	Murrey's is on Facebook to share information.
Murrey's - Emails and Calls	Important messages can be sent via email or phone call blasts to customers.
UP Refuse - Annual Calendar and Newsletter + Welcome Packet (New Customers)	UP Refuse customers receive an annual calendar and newsletter. New customers also receive this information when signing up for service.
UP Refuse - Website	The UP Refuse website is maintained with news and announcements.
UP Refuse - Facebook Page	UP Refuse maintains a very active presence on Facebook with approximately 25% of their customer base following. UP Refuse is also active on Twitter and Instagram (somewhat).

City of Tacoma Public Education Efforts

Program Name	Program Description
Commercial Support	SWM education and outreach staff provides education opportunities for commercial recycling customers and commercial food waste customers. These visits usually consist on identifying areas for structural improvements to reduce contamination. In 2019, SWM hired an AmeriCorps member to lead a Food Saver Challenge for local restaurants that consisted of offering education on how to reduce their food waste, means for tracking progress, and offering promotion through the City's media channels.
Community Group Meetings Presentations	SWM staff regularly participates in community group meetings (Hilltop Action Coalition, Neighborhood Councils, Eastside Collaborative) and looks for opportunities for collaboration. Additionally, any community group may request a presentation regarding any aspects of SWM's programs via email, phone call, or letter.
EnviroChallengers	SWM partners with the City of Tacoma's Office of Environmental Policy and Sustainability to fund a team of environmental educators known as the EnviroChallengers. These educators primarily focus on developing engaging lessons that promote sustainable environmental practices. They currently have a lesson that teaches how to properly use your garbage, recycling, and food and yard waste containers that also discusses the benefits of recycling, composting, and waste reduction.
EnviroTalk	The City of Tacoma's Environmental Services Department mails a quarterly publication to all residential customers that highlights news within the department and provides resources to customers on how to properly use the City's utilities. This information includes how to recycle right, the benefits of participating in the food and yard waste program, and any upcoming services changes.
Event Tabling	SWM education and outreach staff participates in community booths at local events every year as a way to connect with residents, have deeper conversations about the recycling program, and provide resources on how to recycle right in Tacoma. Staff welcomes the opportunity to participate in all events, but recently has concentrated efforts on participating in both environmental-focus events (South Sound Sustainability Expo, Tacoma Ocean Fest, Zero Waste Washington's Fit-It-Fairs) and events that attract a diverse audience (MLK Day Celebration, Asia Pacific Cultural Center Lunar New Year Festival, Health Hilltop Kids and Families Festival, Taste of Tacoma, Tacoma Pride, Art on the Ave). This outreach has been on hold due to COVID-19 but we plan to resume attending events when it is again safe to do so.

Program Name	Program Description
Mailings	Customers may request flyers for what is accepted in SWM's curbside recycling program (residential and commercial), food and yard waste program, and what is accepted at the Recycle Center. In 2020, the recycling flyers were available in the top six mostly widely spoken languages in Tacoma (English, Spanish, Vietnamese, Khmer, Korean, and Russian). Prior to implementing the Recycle Reset Surcharge in 2020, SWM mailed a Residential Recycling Guide to all 56,000+ residential customers that explained why the surcharge was being implemented, and included a flyer of what materials were accepted in the curbside recycling container. Additionally, SWM mailed 56,000+ postcards to all residential customers to notify them that starting in 2021, curbside collection of glass would be replaced with a glass drop-off collection methodology.
Multifamily Support	SWM currently has a dedicated staff member focused on multifamily education and outreach. Staff conducts field visits to multifamily properties that are experiencing issues with recycling contamination and works with the property manager to identify opportunities for reducing contamination and recycling right. We have a dedicated multifamily recycling toolkit that contains information specifically tailored to property managers and information specific to residents. In 2019, SWM received funding from The Recycling Partnership to expand our multifamily education and outreach program by providing resources to work with additional partners, facilitate focus groups to "transcreate" materials for top six mostly widely spoken languages in Tacoma (English, Spanish, Vietnamese, Khmer, Korean, and Russian), and facilitate focus groups for SWM collections staff and property managers to identify the barriers to reducing contamination at multifamily properties.
Recycle Reset Community Ambassadors	In 2019 SWM was awarded a grant through the Department of Ecology's Waste Reduction and Recycling Education Grant Program to support the development of a Recycle Reset Community Ambassador Program for residential customers. The aim of this program was to model the community healthcare promotora program developed in the Latinx community to develop community ambassadors that are knowledgeable about the SWM's recycling program to amplify communications in a way that would be culturally responsive for the various communities in Tacoma. SWM partnered with community based organizations to develop trainings in top six mostly widely spoken languages in Tacoma (English, Spanish, Vietnamese, Khmer, Korean, and Russian). In 2020, SWM was awarded funding from the U.S. Conference of Mayors to expand the Recycle Reset Community Ambassadors Program to include multifamily residents and trainings for the food and yard waste program with emphasis on food waste reduction. These trainings were also offered in the top six most widely spoken languages in Tacoma.

Program Name	Program Description
School Presentations	The EnviroChallengers primarily lead the education efforts in the schools, however, occasionally SWM education and outreach staff will receive a request from a high school or university to present on the recycling program. Specifically, SWM outreach and education staff has presented at University of Washington-Tacoma and Tacoma Community College.
Sort the Sound Waste Game	In partnership with ReCollect, the City of Tacoma Solid Waste Management developed a waste sorting game specific to Tacoma. This game is available in six languages and incorporates Tacoma's skyline and features into the backdrop of the game. This game allows users to try to correctly sort a material into five streams (garbage, curbside recycling, food/yard waste, glass drop-off centers, or the Tacoma Recycle Center). After a user successfully complete all five levels, they can print out a certificate of achievement.
Tagging and Lid Lifts	In early 2020, SWM's outreach and education staff coordinated with SWM's collections staff to conduct a targeted tagging campaign for the top contaminants in Tacoma's residential recycling stream, which were plastic bags and bagged recyclables. This effort aligned with the implementation of the Recycle Reset Surcharge, and with the removal of plastic bags from SWM's accepted curbside recycling material list. This campaign ran over the course of three collection cycles across the city and saw on average a 67% reduction in tagging for plastic bags or bagged recyclables across from the first collection to the third. The tags were strictly educational and not punitive. SWM's outreach and education staff used the data from the targeted tagging campaign to identify routes that did not mirror the same trends in reduction in tagging for plastic bag or bagged recyclables and saw either did not change or saw an increase in tagging over the course of three collection cycles. Staff used this information to identify one route to conduct a visual recycling audit, or "lid lift", and developed a plan for isolating various communication techniques over the course of four audits. The first technique was to tag the residents' recycling container for contaminants with specific feedback. The second was to promote geographically targeted social media posts for information on top contaminants on that route based on the first week's observations. The third was to mail the resident a personalized postcard with feedback on common contaminants found in their recycling container from the previous three observations. Staff determined that there was a 12% reduction in "extreme contamination" from the first observation to the last with the personalized postcard being the most effective form of communication on reducing contamination.

Program Name	Program Description
Website	The City's website includes information on our garbage collection, recycling (residential, multifamily, and commercial), food and yard waste program (residential and commercial), and our current rates. The information on recycling is a popular subpage (TacomaRecycles.org), and also features an integrated widget from the software program Recycle Coach called "What Goes Where", which allows customers to search for how to properly dispose of materials. Additionally, SWM offers resources on waste reduction techniques and reuse options through the Waste Free 253 subpage

Pierce County Waste Reduction Programs

Program Name	Program Description
Reduce Waste Webpage	The Reduce Waste webpage houses information on waste reduction tips for individuals. It includes an educational video on the 304 th Street landfill, our Waste Less Wednesday tips, and in-depth recycling guides.
Waste Less Wednesday Tips	Waste Less Wednesday is our first weekly social media campaign and is an effort to create a larger social media presence and share simple tips weekly. The tips are designed to be easily applicable to people's lifestyles and touch on topics that are not always discussed in the low waste realm.
Water Bottle Filling Station Grant Program	Pierce County is proud to offer up to 15 water bottle filling stations to schools annually. All Pierce County school districts and private schools (outside of Tacoma) are welcome to apply. Priority is given to schools that can demonstrate they are actively working to reduce waste. Selected schools are expected to partner with Pierce County staff to evaluate their existing recycling and waste reduction programs and work on incorporating sustainability efforts school-wide.
Sustainability 2030: Greenhouse Gas Reduction Plan	The Sustainability 2030: Greenhouse Gas Reduction Plan outlines a 10-year plan to reduce greenhouse gas emissions in Pierce County. Some action items that focus on waste reduction include: • Create business technical assistance program to increase recycling and identify ways to reduce waste through local collaborative networks. (CWM-4) • Continue to support and expand gleaning and food recovery programs. (CWM-7) • Promote reuse of goods through sharing information for landfill alternatives including online platforms such as Buy Nothing groups. (EO-7)
Waste Reduction Classes	The Environmental Education team offers classes to schools and community members focused on waste reduction. Some examples include the Zero Waste Garden series and compost classes. These classes are offered online and in-person as appropriate.
What's for Dinner?	The What's for Dinner? program is an effort to educate residents on food waste reduction strategies. Residents can request a free meal planning notepad to encourage planned meals to help reduce unnecessary groceries.

City of Tacoma Waste Reduction Programs

Program Name	Program Description
Waste Free 253 Webpage	Waste Free 253 is a collection of resources to help Tacoma residents be more aware and responsible about personal waste prevention and reduction.
Preventing Wasted Food	This webpage hosts information regarding how to reduce your food waste, the differences between “wasted food” and “food waste”, information on food safety, and resources to help residents achieve food waste reduction goals. It also highlights the “Food: Too Good to Waste Challenge” program which challenges both restaurants and individuals to reduce their food waste.
Bring Your Own Mug (BYOM)	Beginning in October 2018, the City of Tacoma developed new partnerships with local coffee shops to reduce single-use coffee cup waste using monetary incentives for customers to bring their own to-go mugs to partners’ coffee shops.
Bring Your Own Bag (BYOB)	This webpage hosts information about the “Bring Your Own Bag” ordinance that was passed by the Tacoma City Council in 2016 and required retailers to charge a small fee for customers who did not bring their own bags. The webpage also contains information on Washington’s statewide plastic bag ban that was passed in 2020.
EnviroStars	EnviroStars was created in partnership with Tacoma-Pierce County Health Department. Tacoma businesses can go green and save money by joining EnviroStars, Washington’s green business program. With support from the City’s Office of Environmental Policy and Sustainability, EnviroStars participants are provided resources and information that help businesses take environmentally responsible actions and to promote their work.
Environmental Action Plan	The Environmental Action Plan (EAP) is a list of meaningful, high-priority actions that the City of Tacoma, Tacoma Public Utilities (TPU), and our community will take between 2016 and 2020 to meet the environmental goals outlined in the Tacoma 2025 Strategic Plan. Areas of focus on waste reduction are: • Decrease waste generation by 11% per capita, per day to reach 3.9 pounds by 2020 (Target Goal) • Support and advocate for strong product stewardship policies at the state and national levels, minimizing environmental impacts of product and packaging throughout all lifecycle stages, especially manufacturing. (M2) • Conduct and support education and outreach on waste prevention (including food) and toxic reduction, with focused outreach to communities of color. (M4) • Reduce disposable bag use by shoppers. (M9)

Recycling Centers and Transfer Stations

Six of the recycling centers are located at transfer stations in the County. One transfer station is owned and operated by the City of Tacoma, one is owned and operated by Pierce County Recycling Composting and Disposal LLC d/b/a LRI (LRI), and four stations are owned by Pierce County and operated by LRI. The other three recycling centers are located at the various private haulers' offices.

Location	Facility detail	Operating days/hours
Puyallup	Hidden Valley Transfer Station 17925 Meridian E.	7 days a week 9 a.m. – 4:45 p.m.
Bonney Lake	Prairie Ridge Transfer Station 11710 Prairie Ridge Dr. E	7 days a week 9 a.m. – 4:45 p.m.
Gig Harbor	Purdy Transfer Station 14515 54 th Ave. NW	7 days a week 9 a.m. – 4:45 p.m.
Key Peninsula	Key Center Transfer Station 5900 Key Peninsula Hwy.	Wednesday – Sunday 9 a.m. – 4:45 p.m.
Anderson Island	Anderson Island Transfer Station 9607 Steffensen Rd.	October 1 – March 31: Sunday: 10 a.m. – 2 p.m. Monday: 1 p.m. – 5 p.m. April 1 – September 30 Sunday: 10 a.m. – 6 p.m. Monday: 10 a.m. – 6 p.m.
Fife	Murrey's Disposal Offices 70 th Ave. E & 48 th St. E	Monday – Friday 7 a.m. – 5:00 p.m.
Frederickson	LeMay Offices 4111 192 nd St. E	Monday – Friday 8 a.m. – 5 p.m.
University Place	University Place Refuse 2815 Rochester St. W	Monday – Friday 8:30 a.m. – 4:30 p.m. Saturday 7 a.m. – 1:30 p.m.
Tacoma	Tacoma Recovery & Transfer Center 3510 S. Mullen St.	7 days a week 8 a.m. – 6:00 p.m.

Pierce County Contamination Reduction and Outreach Plan

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Introduction

This Contamination Reduction and Outreach Plan (CROP) for Pierce County is designed to fulfill the requirements of RCW 70A.205.045(10) which states that counties with a population of more than 25,000, and cities within these counties with independent Solid Waste Management Plans (SWMP), must include a CROP in their local SWMP by July 1, 2021. Local governments can either adopt the State CROP or create their own. Pierce County has chosen to create its own.

Under RCW 70A.205.045(10), a local jurisdiction's CROP must include the following elements:

1. A list of actions to reduce contamination in existing recycling programs for single-family and multifamily residences, commercial locations, and drop boxes.
2. A list of key contaminants identified by the jurisdiction or Ecology.
3. A discussion of problem contaminants and their impact on the collection system.
4. An analysis of the costs and other impacts on the recycling system from contamination.
5. An implementation schedule and details on conducting outreach. Contamination reduction outreach may include sharing community-wide messaging through newsletters, articles, mailers, social media, websites, community events, educating drop box customers about contamination, and improving signage.

The goal of this CROP is to identify and plan for appropriate community outreach, education and engagement strategies to reduce contamination and help optimize Pierce County's recycling system.

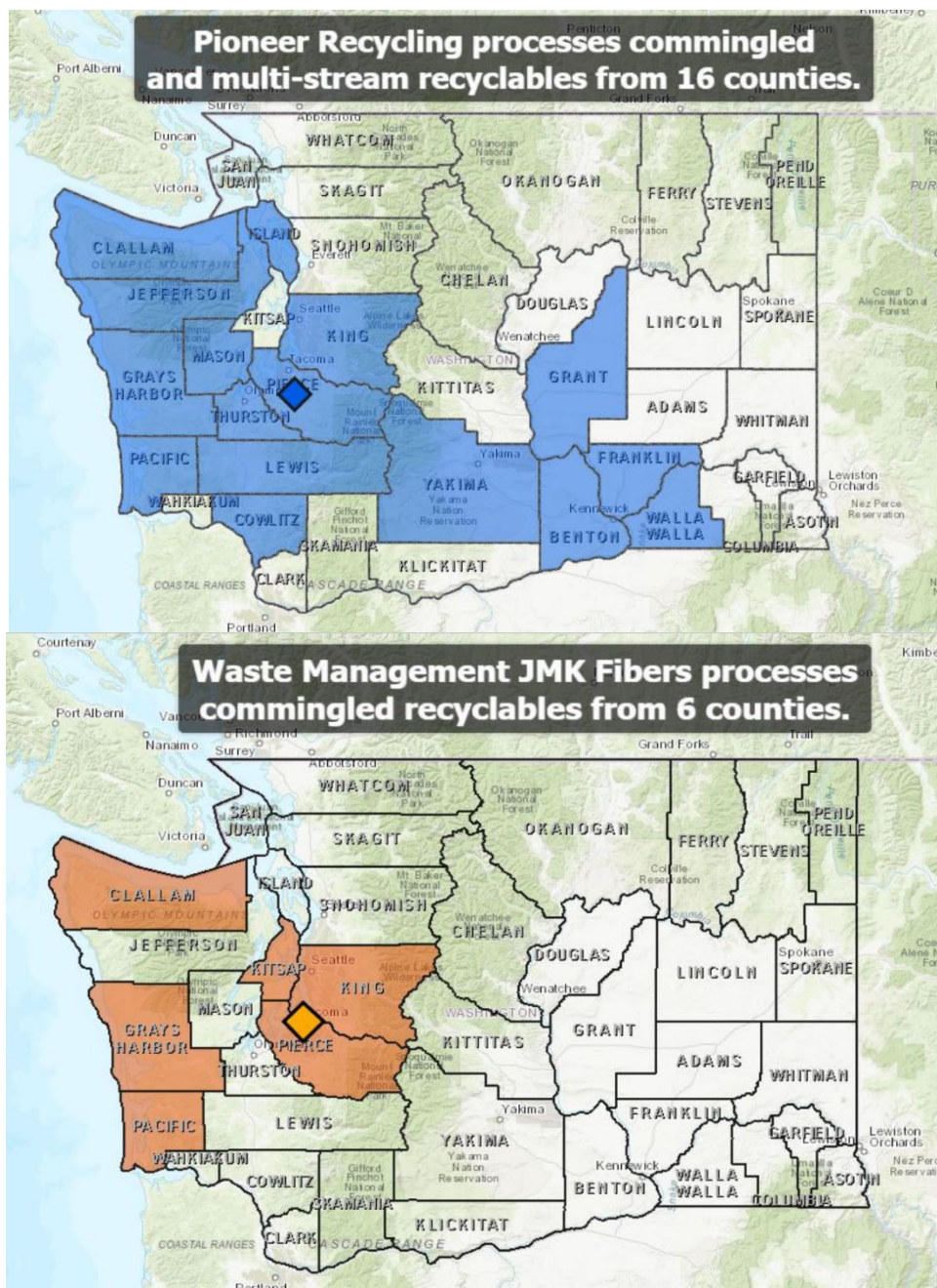
Background

Pierce County has a long history of focusing recycling education and outreach on materials that have the best chance of being turned into new products. Despite our focus on mainstream recyclables, contamination continues to be a problem. Pierce County has a large number of residents who live in Pierce County and work in other counties with a different list of recyclables, and we have a large military population, particularly in multifamily properties, who come from around the country and may not understand that what you can recycle depends on where you are.

For a complete description of the Recycling System in Pierce County, please refer to the Recycling Chapter of the SHWMP. What follows below are details most relevant to keep in mind when thinking about recycling contamination issues in Pierce County.

Materials Recovery Facilities

Collected recyclables from Pierce County flow to two separate Materials Recovery Facilities (MRFs). The recyclables collected by the three private waste haulers in the County are processed by Pioneer Recycling Services located in Frederickson and the recyclables collected by the City of Tacoma are processed by JMK Fibers, operated by Waste Management and located in the Port of Tacoma.



Pierce County and City of Tacoma staff have worked together so that our accepted materials lists are quite similar, but because the recyclables collected across Pierce County are processed in separate MRFs our County would benefit greatly from state efforts to harmonize recycling lists across the entire state. Pierce County and City of Tacoma would particularly like to see a statewide effort to remove glass from the commingled stream, since that causes confusion in our County where glass is collected separately at drop-off locations. We are fortunate to be located near a glass-to-glass recycling facility in Seattle but we recognize that in other areas of the state it is not environmentally beneficial to transport glass long distances. Ideally, a common list would only include items that are readily recyclable throughout the state, based on life cycle analysis. This effort to harmonize recycling lists could be led by Ecology, and would help reduce contamination in the recycling stream across the state, regardless of where recyclable materials are ultimately processed.

Accepted Recyclables

The Washington State Association of Counties Solid Waste Managers Affiliate, the Washington State Refuse and Recycling Association, and the Department of Ecology have supported the establishment of regional, and if possible, statewide uniformity in what materials are accepted for recycling and how they should be prepared. Pierce County and the City of Tacoma already focus on the four priority materials identified for statewide recovery:

1. Paper (including office and notebook paper, newspaper, mail, catalogues, magazines, and cereal or cracker boxes)
2. Cardboard
3. Plastic bottles and jugs (clear, colored, and natural)
4. Steel and aluminum cans

As of this writing, there are just a few differences in the list of accepted curbside recyclables in Pierce County and the City of Tacoma. Pierce County still accepts plastic buckets and coated paper freezer boxes while the City of Tacoma does not. The City of Tacoma does have a variety of materials that are accepted at their Recovery and Transfer Center that are not accepted in the curbside program. For a complete list of Accepted Materials both curbside and at Tacoma's Recovery and Transfer Center please see Appendix I and Appendix J of the SHWMP.

Unified Messaging

Pierce County and the local waste haulers partner to inform residents about Pierce County's curbside recycling program and solid waste system. In order to provide a consistent resource to residents, the County has always served as the primary source of outreach information. We do that through communication vehicles such as our website, our Earth Matters newsletter, and mailing out recycling reminders to residents. We promote the overall system, which is consistent across the County regardless of service provider. For a complete list of Public Education Programs please see Appendix E in SHWMP.

All of the waste haulers active in the County use and distribute the County's Recycling Reminder graphic in magnet or flyer form which shows what goes into recycling and what goes into garbage so we have consistent messaging throughout the County regardless of service provider. They also link to this graphic on their websites.

RECYCLING

PREPARATION
empty · clean (quick rinse) · no lids

PLASTIC
Recycle plastics by shape. Ignore numbers/symbols on packaging.
bottles (non-prescription ok) jugs tubs buckets (remove handle)

PAPER
mixed paper boxes and bags cardboard (flat)

METAL
aluminum cans metal cans
NO GLASS
NO PLASTIC BAGS OR WRAP
NO BAGGED RECYCLABLES

GARBAGE
Want to know why some things belong in the garbage? piercecounitywa.gov/reminders

crinkly plastics all cartons plastic packaging foam trays and containers aluminum foil, pans and plates

SINGLE-USE ITEMS:
paper plates paper towels and napkins paper cups plastic cups utensils and straws coffee pods

all lids greasy pizza boxes shredded paper (use a shred event) prescription bottles

**NO ELECTRONICS
NO HAZARDOUS WASTE**

DROP-OFF
Find locations for these items plus options for electronics, appliances, mattresses, clothing, foam packaging and more: piercecounitywa.gov/recyclemenu

glass plastic bags and wrap (at participating grocery stores) household hazards

piercecounitywa.gov/recycle

Revised 3/19

Pierce County Recycling Reminder

While the waste haulers maintain their own websites and provide their customers with customer-specific information, they refer customers back to the County website for recycling information to help promote clear, consistent messaging.

In recent years, as recycling markets shifted in the wake of China's National Sword policy, Pierce County and the City of Tacoma have worked together across systems. The move towards harmonizing the systems is also leading Pierce County and the City of Tacoma to cross reference information about each system on websites and social media which improves access for all residents of Pierce County to correct recycling information. We have even collaborated so that images and terms describing accepted materials are the same across jurisdictions. For a more detailed look at efforts being made on this front, including the use of similar graphics, please refer to SHWMP Chapter 3 – Public Outreach, 3.1.1 Coordination Efforts. Going forward, all new outreach materials and messages will continue to be aligned and consistent across all platforms.

Cart Colors

Objective S-1 of the 2016 Supplement to the Tacoma-Pierce County Solid Waste Management Plan was to examine the feasibility of standardized collection, including color consistency of containers, throughout the County. Part of working towards meeting that objective was to inventory service options and container size, color and design across Pierce County. The County worked with our service providers to study those aspects where standardization was the most feasible.

For single-family residential curbside recycling, the majority of carts across Pierce County are a blue-grey speckled color but can also be blue or grey. The color of yard waste carts varies the most, with two service providers having dark blue yard waste carts, to one having green yard waste carts, and one having brown yard waste carts. Three of the four service providers offer green garbage containers for single-family customers, with the other service provider having brown or grey carts depending on the frequency of collection.

Single-Family Residential

Service Provider	Cart Size (in gallons)			Cart Color		
	Recycle	Yard Waste	Garbage	Recycle	Yard Waste	Garbage
LeMay	96	95	95	Blue/Grey Speckled	Blue	Green
	64		65			
			45 ¹			
			35			
Murrey's	96	90	95	Blue/Grey Speckled or Grey	Blue	Green
	64		65			
			35			
			20 ²			
UP Refuse & Recycling	96	96	96	Blue/Grey Speckled or Blue	Green	Brown ³ Grey ⁴
	64	64	64			
			48			
			24			
City of Tacoma	90	90	90	Blue	Brown	Green
	60	30	60			
	30		45			
			30			

¹ 45 gallon offered only in Dupont

² Some areas have a 10 gallon option available

³ Brown is every-other-week collection

⁴ Grey is weekly collection

LeMay	Murrey's
 L to R: Yard Waste, Recycle, Garbage	 L to R: Yard Waste, Recycle, Garbage
UP Refuse & Recycling	City of Tacoma
 L to R: Yard Waste, Recycle, Garbage	 L to R: Yard Waste, Recycle, Garbage

Pictures of Yard Waste, Recycling and Garbage carts from each service provider

Pierce County and our service providers (outside the City of Tacoma) worked together to determine that it made logical sense to extend the colors of green for garbage and blue for recycling to the large containers offered to multifamily and commercial customers (including schools). The service providers agreed that the containers at multifamily complexes would be the first ones to bring toward color consistency and new customers would receive containers with these consistent colors. As containers in the field need refurbishing or replacing they are also being changed to have green for garbage and blue for recycling. UP Refuse & Recycling also agreed to the consistent colors for containers, but it only affects their garbage containers since all multifamily and commercial customers use blue or blue and grey speckled carts for mixed recycling in the City of University Place and the Town of Fircrest. The City of Tacoma already has this consistent color scheme for their large containers.

Achieving further container color consistency, specifically for single-family yard waste containers, would be difficult since in early 2021 Murrey's and LeMay's combined have almost 100,000 single-family customers with blue carts for yard waste collection. Changing to blue carts for mixed recycling and another color for yard waste would be prohibitively expensive, create confusion among customers which would likely increase contamination, and result in unnecessary waste.

Container Labels

In conjunction with creating more consistency in container colors, Pierce County worked with our service providers to implement a consistent label on large containers for Mixed Recycling, Garbage and Cardboard. These labels are being used by all three service providers—Murrey's, LeMay and UP Refuse & Recycling—on large containers throughout the county. As large containers in the field get replaced by the service providers due to normal wear and tear all replacement containers have the consistent labels on them.



Container labels used by all waste haulers in Pierce County

The County developed the labels and used teams of Extra Hires during the summer of 2018 and 2019 to relabel containers at over 760 multifamily properties and all the schools around the county. The original design for Mixed Recycling included images, but after we removed three items from our accepted materials list in April 2019 we shifted away from images on Mixed Recycling labels and replaced them with reminders to not put glass, plastic bags or foam, or bagged recyclables into the containers.



Labeled Mixed Recycling and Garbage containers in Pierce County

The City of Tacoma has also worked to implement clear, consistent labels on its recycling containers in the field. The large container labels have minimal text and simple images.

Recycling

- Do not put items in plastic bags
- Set container at least 4 feet from other obstructions
- Place container with lid opening toward street
- Do not overfill container, lid must close completely

Solid Waste Management
(253) 902-2100
tacomarecycling.org

Only these items belong in your blue recycling container. Items must be empty, clean, and dry.

Cardboard & Paperboard

Mixed Paper

Aluminum & Tin Cans

Plastic Containers

NO: PLASTIC BAGS, GLASS, STYROFOAM, FOOD OR YARD WASTE, HAZARDOUS WASTE

City of Tacoma 30G, 60G, and 90G label

Cardboard & Paperboard

Mixed Paper

Aluminum & Tin Cans

Plastic Containers

Recycle Right

Empty, Clean, and Dry

Solid Waste Management
(253) 902-2100
tacomarecycling.org

City of Tacoma commercial castor box container label.

Multifamily Considerations

There are approximately 210,000 single-family households and 62,000 multifamily households in Pierce County's solid waste system (outside the City of Tacoma). The City of Tacoma provides recycling service to over 56,000 single-family households, and a portion of the 28,000 multifamily units in Tacoma. As of the writing of this plan, the City of Tacoma provides recycling services to 377 multifamily units out of a possible 1,354, which is approximately 28% of the multifamily units in Tacoma.

Pierce County's Minimum Levels of Service Ordinance defines "Multifamily residence" as any residential structure containing three or more dwelling units with the units joined to one another and where the structure is billed for solid waste collection service as a whole and not by individual dwelling units, which is in alignment with the City of Tacoma's definition. Being billed as a whole unit is a key point. There are townhome communities, for example, that have more than three units connected but still have individual service (carts) and those are not considered multifamily. Multifamily properties are currently not required to provide recycling.

Starting in 2015 Pierce County started focused outreach for multifamily properties, including creating an inventory of properties with more than 40 units and determining if they offered recycling. If they did not, or if they only offered recycling for cardboard, we worked with property managers and service providers to start mixed recycling service. We estimate that we have garbage and recycling container size information for over half of the 62,000 multifamily properties in the County. In order to expand multifamily outreach efforts beyond what we currently do we would need additional staff.

Pierce County provides the following free outreach materials and technical assistance to support multifamily recycling programs:

- Recycling enclosure signage
- Recycling reminder magnets for new move-in packets
- Door hangers showing what is recyclable in Pierce County for every unit in a complex
- Customized notices about starting or changing service levels
- Site visits and waste reduction consultation
- Recycling containers for multifamily complex office or common areas
- Presentations at community events



Recycling and Garbage signage erected by Pierce County at various multifamily properties



Based on our work, we know that:

- Apartment residents throw away twice as many recyclables as single-family residents.
- On average 20% of the trash collected in apartment complexes could be recycled.
- Pierce County's single family recycling contamination rate is approximately 20% and our best estimate is that the multifamily contamination rate is close to 30%.

Our contamination rate is based on two years' worth (2018 and 2019) of data from the County's Recycling Trends Analysis. Currently, we do not distinguish between single family and multifamily routes in our recycling audit so it all gets mixed together in the analysis. Based on visual inspections from the County and the service providers, there is always more garbage in multifamily recycling than single family. In future recycling audits we will attempt to separate out multifamily and single family recycling.

Commercial Recycling

In the state of Washington commercial recycling is a free market system, meaning that all permitted companies can compete to provide recycling service to any business. There are also no minimum service requirements for commercial recycling in Pierce County, which leads to a lot of recyclable material ending up in our landfill. Businesses have the choice to recycle or not. While Pierce County has very little influence on commercial recycling, we do try to support commercial recycling programs by creating outreach pieces and providing technical assistance for commercial locations. Our focus going forward is to start with large-volume commercial generators as our limited staff and resources allow.

Contamination Policies

Pioneer Recycling Services, where the recyclables collected in Pierce County are processed, reserves the right to charge supply customers for gross contamination but there have been no recent cases of this happening. In order for this to be justified, the incoming load would need to be severely contaminated. However, according to Pioneer, they see contamination in just about every load received but the quantities are not high enough to alarm the system when delivered.

In general, the various recycling service providers within Pierce County focus their efforts on education when they notice serious, ongoing contamination at a specific location. The private waste haulers can discontinue service for contamination but rarely do. The primary focus is on educating customers to use the service properly by tagging obviously heavily contaminated carts and following up with letters and calls. Customers who do not clean up the contamination may opt to have the contents emptied as garbage and are charged accordingly. Only after repeated, substantial contamination offenses and the driver noticing no change in the customers' recycling habits do the waste haulers consider pulling the carts completely.

The City of Tacoma uses a "three strikes and you're out" policy where the first major contamination offense results in a cart tag, the second offense results in a cart tag and a call from the route supervisor, and the third offense results in a cart tag and another call from the route supervisor who at this point has the right to remove the cart and the resident has to pay a setup fee to get it back.

Measuring Contamination

Contamination rate estimates vary greatly depending on the data source. Within Pierce County we have a contamination rate provided by our MRF, Pioneer Recycling, a rate based on the County's own Recycling Trends Analysis (RTA), and separate data provided by the City of Tacoma's MRF, JMK.

Pioneer Recycling Data

All curbside recyclables collected in Pierce County, excluding the City of Tacoma, ultimately end up at Pioneer Recycling Materials Recovery Facility in Frederickson, WA. Pioneer Recycling also receives material from 16 different counties in Washington. The data collected by Pioneer is not specific to Pierce County but rather accounts for incoming material from all customers. The most recent contamination rate for all incoming material sits at 12.3%.

According to Pioneer Recycling, the following is a list of the top 10 contaminants and the most problematic contaminants they find in the materials

Top 10 Contaminants:

1. Glass
2. Plastic Bags & Film
3. Textiles
4. Food Waste
5. Wood
6. Garden Hoses, Wire, & Rope
7. Diapers
8. Shredded Paper
9. Batteries*
10. Needles*

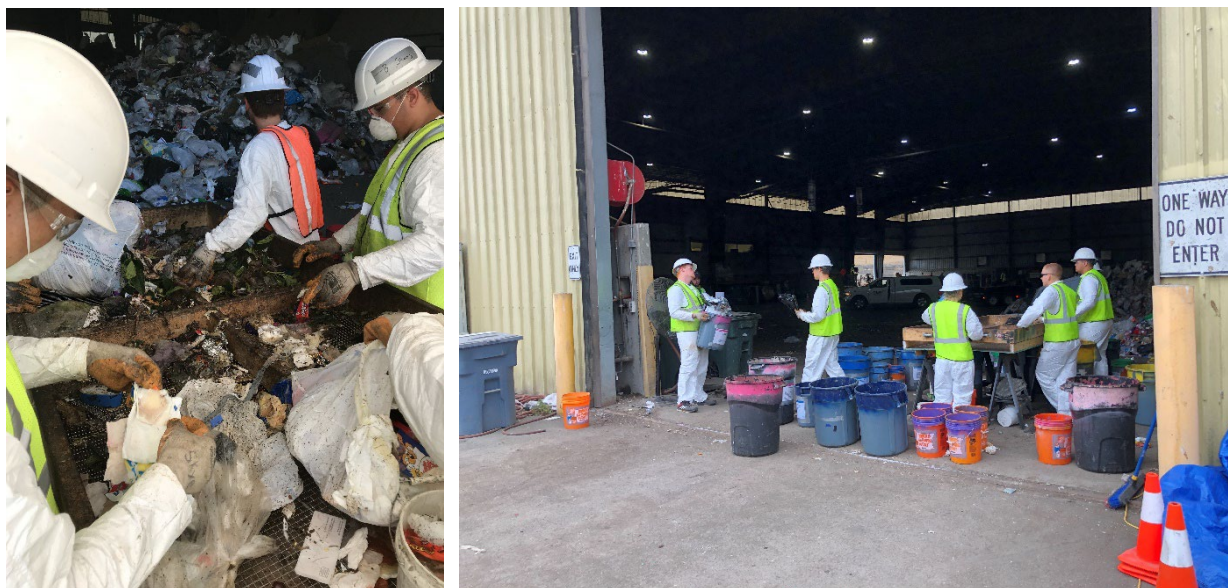
Most Problematic Contaminants:

1. Plastic Bags & Film
2. Diapers
3. Clothing & Shoes
4. Batteries & Needles

**While low in volume, these contaminants present significant safety hazards to staff.*

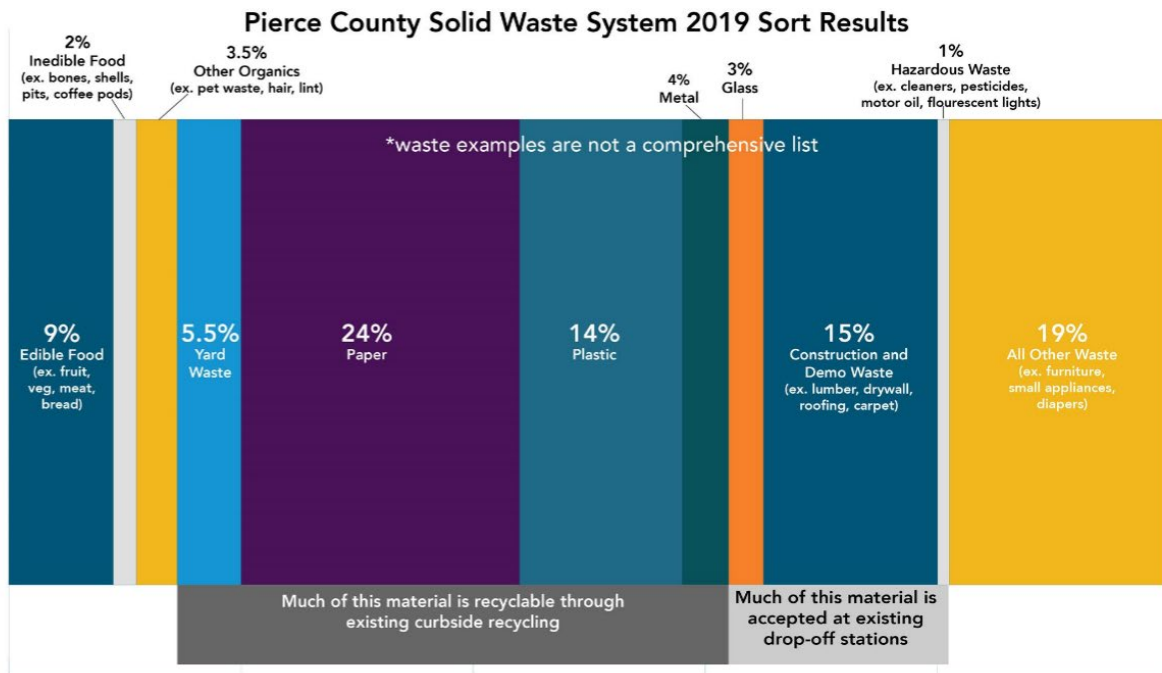
Pierce County Waste and Recycling Trends Analysis Data

Beginning in 2015, Pierce County launched an annual Waste Trends Analysis (WTA) project to document what goes into our landfill and how it changes over time. Starting in 2018, Pierce County also started conducting a Recycling Trends Analysis (RTA) to see what items County residents put into their recycling. For the WTA, County employees dig through and sort incoming garbage for three weeks; for the RTA, County employees sort incoming recycling for two weeks. Based on the data we collect we have solid information about the composition of our waste stream. The WTA and RTA are an integral part of the work we do and the data is often referred to in various efforts. Due to COVID-19, we have not been able to safely conduct these studies for 2020-21, but hope to resume this project in 2022.



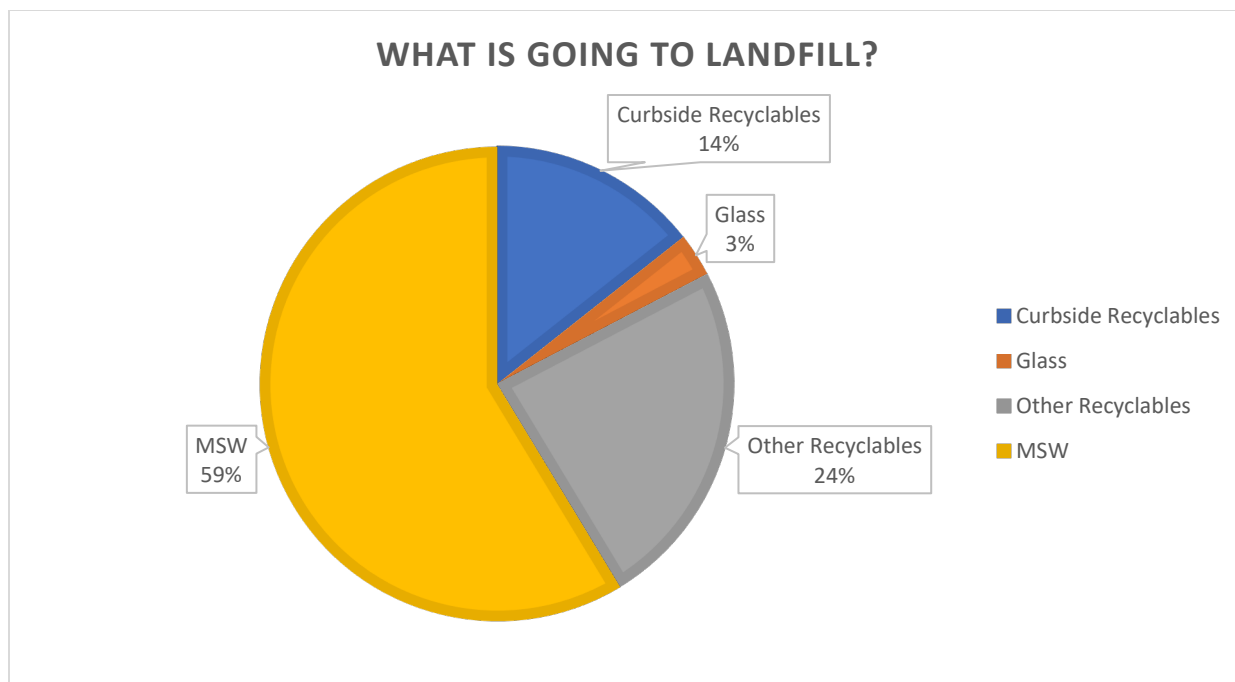
Pierce County employees participating in the 2019 Waste Trends Analysis

Waste Trends Analysis – 2019



Waste is sorted over a 3-week period into 68 different categories of material. The waste sort results above show the general categories, but it is important to note that pieces of each general category may or may not be recyclable. Paper, for example, comprises 24% of the waste system. Within that overarching paper category, paper is sorted into 9 different categories. Some of those categories are paper that is accepted in our recycling stream while other categories of paper are not.

Based on analysis of all 68 categories of material in the 2019 Waste Trends Analysis data, we estimate that **over 41% of our waste stream that is going to the landfill is potentially recyclable.**



We continue to work on changing people's recycling behavior to capture more of these easily recycled materials that are ending up in the garbage. Curbside recyclables that are accepted in our program like paper, plastics, and metals comprise 14% of what is going to landfill. Glass, which is accepted for recycling at drop-off sites throughout the County, makes up about 3% of what is going to the landfill. The 24% of "Other Recyclables" are things that residents would need to take to a specific location in order to dispose of properly. This includes:

- Plastics (Styrofoam, bags, film)
- Metal (Large appliances, other ferrous metals)
- Organics (Compatible yard waste)
- Construction and Demolition waste (Concrete, insulation, untreated lumber, treated wood waste, asphalt roofing, pallets)
- Other (Tires, mattresses)

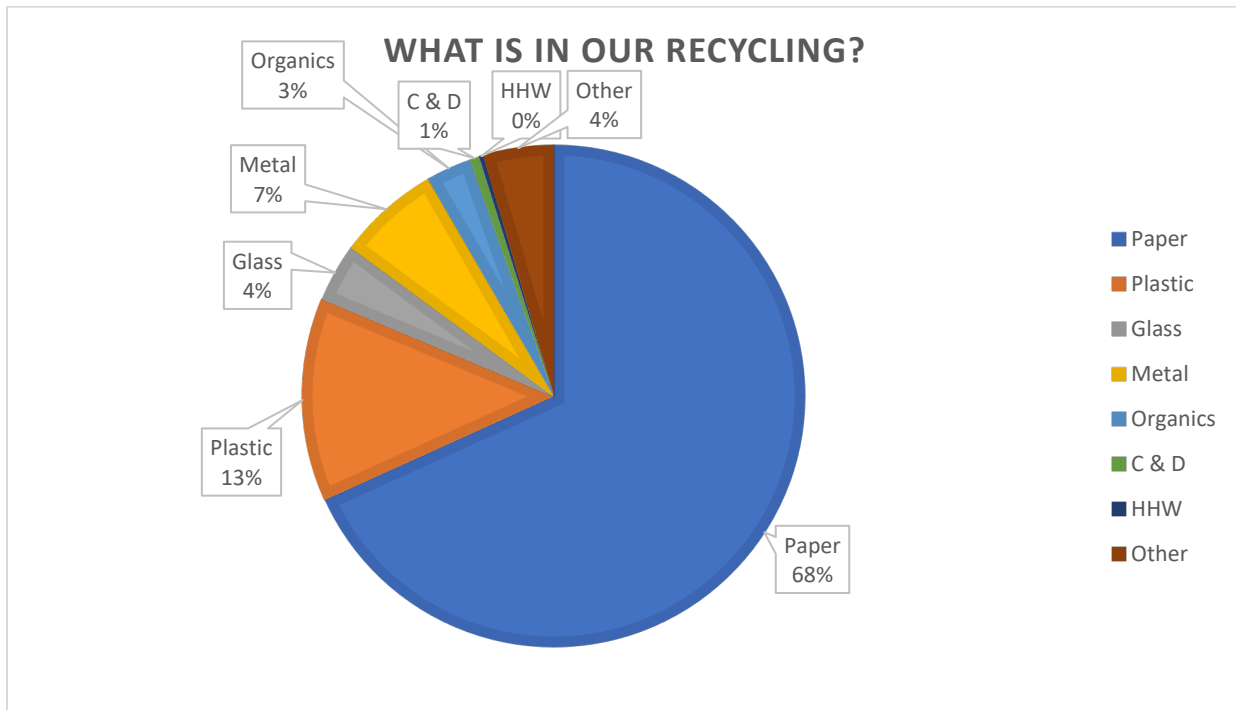
To help residents find alternatives to the landfill for these items, Pierce County maintains a large Recycling Menu on its website. The website is user friendly and serves as a great resource for residents, schools, and businesses. It is updated on a regular basis to ensure all information is accurate.



2018 Pierce County Recycling Trends Analysis

constraints of having a convenient location to sort collected recyclables before they were taken to the MRF.

Based on the data collected through the RTA, we have a good understanding of the recycling stream composition, including contamination amounts and types. Currently, our RTA data does not differentiate between customers (single family, multifamily, and commercial) which will be a recommended action for this plan. The RTA data we have collected so far also excludes UP Refuse customers due to logistical

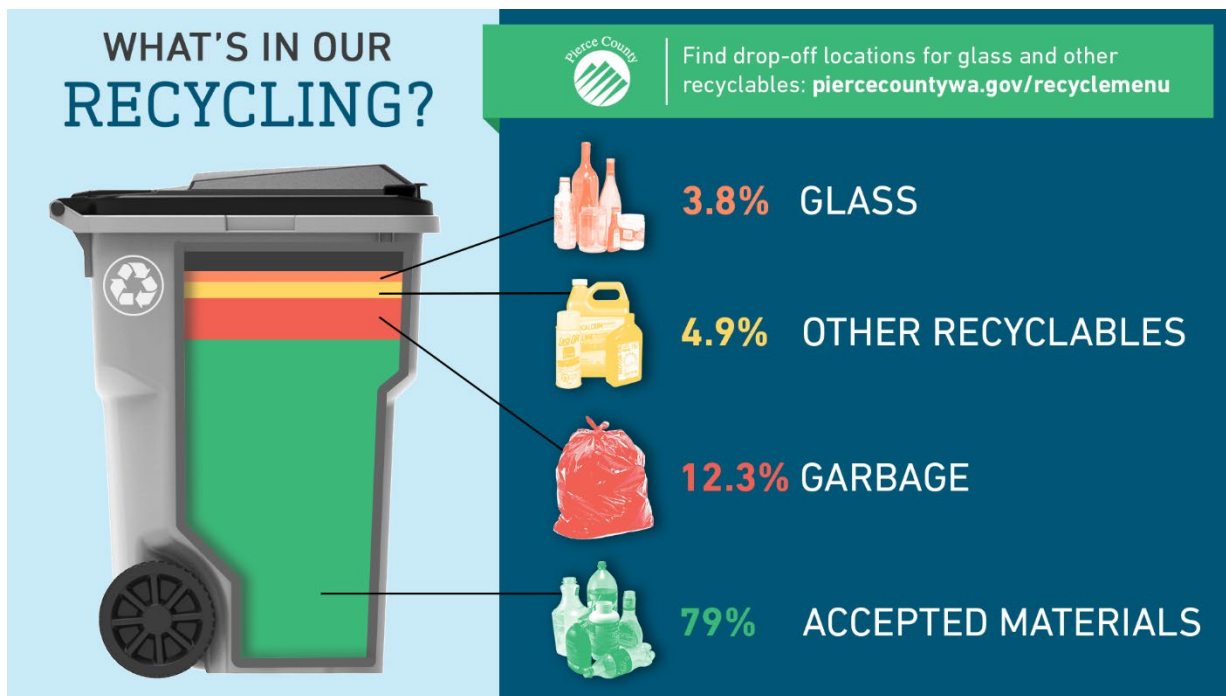


Recycling is sorted over a 2-week period into 31 different categories of material. Similar to the waste sort results, the 8 general categories shown above include items that may or may

not be recyclable in Pierce County's program. Based on analysis of all 31 categories of material in the 2019 Recycling Trends Analysis data, we **estimate that 21% of our recycling is contaminated.**

That 21% is comprised of the following:

- 3.8% is glass that should be taken to a glass drop-off
- 4.9% is other potentially recyclable items that should be taken to a specialized drop-off facility
- 12.3% is waste that should have been put in the garbage.



The most reliable data for contamination levels in Pierce County is obtained during our annual 2-week RTA project. The RTA results of 21% contamination differ significantly from the 12.3% contamination level provided by Pioneer Recycling. This discrepancy may be partially because their data is not specific to Pierce County. Pioneer Recycling accepts material from 16 different counties within Washington and material from out-of-state. Because the figure provided by Pioneer Recycling is not isolated by county, the data from our RTA has informed and will continue to inform our contamination reduction efforts moving forward. The RTA data, combined with customer feedback and information from other regional studies, will help us create and evaluate effective strategies for reducing waste and increasing the capture of valuable recyclables in Pierce County.

City of Tacoma Data

In May of 2021, the City of Tacoma worked with JMK to conduct a two-week audit of the residential recycling stream to better understand baseline contamination data. The audit consisted of 30 samples and included most routes across the service jurisdiction to ensure that the sample was representative of the overall stream of recyclables.

Through this audit **it was determined that contamination made up 22.2% of the total sample** and 77.8% was deemed “recyclable.” The contamination ranged from as low as 7.5% in one sample to as high as 82.8% in the most contaminated sample. JMK was unable to dedicate staff time and resources to separate out the different contaminants from the aggregate to better understand the proportionality of various contaminants. The City of Tacoma intends to contract out a waste characterization study in 2022 that will allow for a more granular analysis of contaminants in the recycling stream to help make strategic decisions on where to focus education and outreach resources to reduce contamination.

It is interesting to note that both Pierce County’s data and City of Tacoma’s data suggest a contamination rate in the low twenty percent range, while Pioneer’s reported contamination rate is significantly lower.

Initial Key Contaminants

Items identified as contaminants vary based on the data source. The table below illustrates the data we have available and provides a baseline for informing education and outreach efforts moving forward.

The data for Pierce County is the result of the 2019 Recycling Trends Analysis (RTA). Currently, this is the most recent contamination data we have as our RTA has been on hold due to the ongoing pandemic. We hope to continue these efforts in 2022.

Currently the City of Tacoma is relying on information provided to staff from JMK Fibers in December 2020 to determine common contaminants. The City asked JMK Fibers to complete a “MRF Survey” provided by The Recycling Partnership and lists problematic contaminants in the chart below.

Pioneer Recycling submitted a list of the most common and most problematic contaminants seen at the MRF. It is important to note again that the information from Pioneer Recycling is not specific to Pierce County because Pioneer Recycling receives material from 16 different counties. Finally, the information from the Recycling Partnership’s West Coast Contamination Initiative is also included in the table.

Items Identified as Contaminants				
Item	Pierce County	City of Tacoma	Pioneer Recycling	The Recycling Partnership
Aseptic Packages	✓	✓		
Bagged Material		✓		✓
Batteries		✓	✓	
Construction & Demolition	✓		✓	
Diapers	✓	✓	✓	
Food	✓	✓	✓	✓
Glass	✓	✓	✓	
Household Hazardous Waste	✓	✓		
Hypodermic Needles		✓	✓	✓
Liquids	✓			✓
Metals	✓			
Other Non-Program Plastics	✓	✓	✓	✓
Plastic Bags	✓	✓	✓	✓
Plastic Film	✓	✓	✓	✓
Shredded Paper	✓	✓	✓	✓
Tanglers		✓	✓	✓
Textiles	✓	✓	✓	

The table above shows items deemed as contaminants across four different groups: Pierce County RTA 2019, City of Tacoma, Pioneer Recycling (as of 2021), and the [Recycling Partnership's Study](#).

Impacts on the System

The Recycling Partnership identified some of the impacts that a contaminated recycling stream has on a MRF in their [West Coast Contamination Initiative in 2019](#). Having contaminants in the recycling stream can lead to slowing down the sorting and processing of materials, which has financial implications. Sometimes this means costly shutdowns to repair equipment damaged by contaminants, or shutdowns due to dangerous contaminants (batteries, needles) that injure employees. Contaminants can also reduce the quality and value of secondary material feedstocks. Additionally, when contaminants are successfully removed from the stream at the MRF, the MRF must then bear the cost for disposing of these materials.

According to the Recycling Partnership, the greatest costs associated with managing a contaminated recycling stream at MRFs nationally come from the following and represent 80% of total contamination-related costs: 40% for disposal of residuals; 26% in value lost from contaminated recyclables; 14% in labor to remove contamination from sorting equipment.

The information provided in the West Coast Contamination Initiative is similar to the feedback we received from Pioneer Recycling. According to Pioneer, significant amounts of contamination increase waste disposal volume and therefore costs. There are also extra labor costs associated with sorting out problem items safely and repairing any machinery. Finally, contaminated feedstock makes it incredibly difficult to achieve the level of quality that consuming mills are demanding today.

Current Contamination Reduction Efforts

Pierce County and the City of Tacoma have already implemented, or are in the process of implementing, many of the education and outreach strategies described by Ecology that are designed to fight recycling contamination. Our efforts are always balanced, however, by efforts to reduce the amount of readily recyclable material currently being put in the garbage. The MRFs are designed to deal with a certain amount of contamination and we try to have the greatest impact on the system with the least cost.

Contamination Reduction Strategy	Lead Entity	Status
Uniformity in cart and container colors	Pierce County, in partnership with Waste Haulers	Complete; Ongoing with new large containers
Visual, easy-to-understand signage using photos and universal pictures and symbols	Pierce County, Waste Haulers, LRI (for drop-off locations), City of Tacoma	Ongoing
Cart-tagging and cart rejection	Waste Haulers, City of Tacoma	Ongoing
On-route monitoring tools	Waste Haulers, City of Tacoma	Ongoing
Pairing right-sized recycling and trash bins	Waste Haulers, City of Tacoma	Ongoing
Up-to-date and easy-to-find and access websites with clear, consistent messaging	Pierce County, Waste Haulers, City of Tacoma	Ongoing
Social media posts, campaigns, mailings, brochures, and other communications	Pierce County and City of Tacoma	Ongoing

Contamination Reduction Strategy	Lead Entity	Status
Online apps for residents and businesses to get answers to their recycling questions	Waste Haulers, City of Tacoma	3 out of 4 offer this already
Community presentations, tabling at community events	Pierce County, City of Tacoma, Waste Haulers	Ongoing
School presentation and activities focused on recycling right	Pierce County, City of Tacoma, Waste Haulers	Ongoing
Translation and transcreation of educational materials and campaigns to ensure recycling information is clearly understood by all audiences	City of Tacoma	Ongoing
Social marketing campaign to effectively promote long-term behavior change	Pierce County, City of Tacoma	Ongoing

Recommended Contamination Reduction Actions and Implementation Schedule

Pierce County and the City of Tacoma will continue our current contamination reduction efforts listed above. In addition, Pierce County will take the lead on the following actions (except the City of Tacoma's waste characterization study) to help reduce contamination and optimize Pierce County's recycling system. Since there is no additional state money available to fund CROP activities, we will incorporate contamination reduction efforts into our normal operating activities which means that they will be combined with our focus on reducing the amount of readily recyclable material currently being put in the garbage. If state support for solid waste management programs were increased, either through LSWFA or other means, we would be able to do more to specifically address recycling contamination.

Action Identifier	Action	Program	2021	2022	2023	2024
1	Develop content about current top contaminants for use on website, sustainability newsletter and environmental education programs	SF, MF	●			
	Conduct annual Waste Trends and Recycling Trends Analysis Study to monitor contamination rates	SF, MF, C		●	●	●
	City of Tacoma conducts a waste characterization study	SF, MF		●		
	Separate single family and multifamily routes in Recycling Trends Analysis to determine different recycling contamination rates	S, MF		●	●	●
	Publish contamination information in Earth Matters newsletter	SF, MF		●	●	●

Action Identifier	Action	Program	2021	2022	2023	2024
2	Inventory current recycling collection services	SF, MF, DB, C	●			
	Present information and recommendation on which programs to prioritize to SWAC	SF, MF, C		●		
	Prioritize the recycling program(s) to focus on first	SF, MF, DB, C		●		
3	Update recycling signage at transfer stations and drop box sites	DB		●	●	
4	Develop single-category (paper, metals, plastics) campaigns to help reduce confusion	SF, MF, DB	●	●		
	Focus campaigns on materials with the highest GHG reduction impact (paper, metal, food waste)	SF, MF, DB		●		
5	Translate and transcreate educational materials and campaigns to ensure recycling information is clearly understood by all audiences	SF, MF	●	●	●	●
6	Focus on contamination reduction message at community events	SF, MF, DB		●	●	●
7	Expand technical assistance through education and resources to multifamily customers and large volume-generating commercial customers	MF, C			●	

Program Legend:

SF – Single Family; MF – Multi Family; DB - Drop Box; C - Commercial

Materials Accepted for Recycling in Pierce County

Materials accepted for recycling in Pierce County are defined in Pierce County Code – Chapter 8.29.030 “Minimum Levels of Curbside Recyclables Service for Single-family Residences.” It states that the following materials, at minimum, shall be collected:

1. Cardboard – corrugated cardboard and Kraft paper, including unbleached, unwaxed paper with a ruffled (“corrugated”) inner liner.
2. Metal cans – tin-coated steel cans and aluminum cans.
3. Mixed-waste paper – clean and dry paper, including: glossy papers, magazines, catalogs, phone books, cards, laser-printed white ledger paper, windowed envelopes, paper with adhesive labels, paper bags, non-metallic wrapping paper, packing paper, glossy advertising paper and chipboard such as cereal and show boxes.
4. Newspaper – printed groundwood newsprint, including glossy advertisements and supplemental magazines that are delivered with the newspaper.
5. Plastic bottles and jars – primarily polyethylene terephthalate (PET - #1), such as soft drink, water and salad dressing bottles; and high-density polyethylene (HDPE - #2), such as milk, shampoo, or laundry detergent bottles; but including any bottle with a neck narrower than its base.

Currently, Pierce County accepts the following recyclables in the curbside recycling program:

1. Plastic - bottles, jugs, tubs and buckets (recycle plastics by shape; ignore numbers/symbols on packaging)
2. Paper – mixed paper, boxes and bags, cardboard
3. Metal – aluminum cans and metal cans

Glass is also collected in the County program at glass drop-off sites.

When Pierce County and the City of Tacoma reviewed the list of recyclable items in response to the dramatic market shifts resulting from China Sword we brought the two lists into very close alignment. Currently, Pierce County’s program still accepts plastic buckets and frozen food boxes while the City of Tacoma does not.

Materials Accepted for Recycling in Tacoma

Tacoma Curbside Accepted List:

Materials accepted for curbside recycling are not defined in Tacoma Municipal Code and are based on the approval from the Solid Waste Division Manager and Environmental Services Director.

- Cardboard – corrugated cardboard
- Mixed Paper – Kraft bags, magazines, office paper, phone books, cards, paper bags, laser-printed white ledger paper, windowed envelopes, paper with adhesive labels, non-metallic wrapping paper, packing paper, glossy advertising paper and chipboard such as cereal and show boxes.
- Newspaper – printed groundwood newsprint, including glossy advertisements and supplemental magazines that are delivered with the newspaper
- Aluminum – Aluminum cans, pet food cans, tin-coated steel cans
- Steel – Cans, small scrap metal
- Plastics – Bottles, tubs, and jugs (looking for #1, #2, and #5)

All items must be empty, clean, and dry.

Curbside Glass Collection

The City of Tacoma discontinued its curbside glass collection for residential customers (single family homes and duplexes) in January 2021. In lieu of curbside glass collection the City transitioned to a drop-off collection methodology and set up drop-off stations at the locations below:

Site Name	Address	Hours	Materials Collected
Central Co-op	4502 N. Pearl St., Tacoma, WA 98407	7:30AM - 9:00PM; Monday - Sunday	Glass and household batteries
Center at Norpoint	4818 Nassau Ave. NE, Tacoma, WA 98422	7:30AM - 9:00PM; Monday - Sunday	Glass and household batteries
Stewart Heights Park	5715 Reginald Gutierrez Ln., Tacoma, WA 98404	7:30AM - 9:00PM; Monday - Sunday	Glass, household batteries, scrap metal, cardboard

Site Name	Address	Hours	Materials Collected
Tacoma Recycle Center	3510 S. Mullen St., Tacoma, WA 98409	8:00AM - 5:30PM; Monday - Sunday	Glass, household batteries, scrap metal, plastics, cardboard, paper, and more!
Hilltop Safeway	1112 M. St., Tacoma, WA 98405	7:30AM - 9:00PM; Monday - Sunday	Glass and household batteries

Tacoma Recycle Center (located at the Tacoma Recovery and Transfer Center):

Additional detail is available online through the City of Tacoma Recycle Center and Household Hazardous Waste Facility Customer Guide [here](#).

Paper

- Corrugated cardboard (flattened)
- Paperboard (like cereal boxes)
- Magazines and catalogs
- Newspaper and newspaper inserts
- Brown paper bags
- Mixed paper
- Phone books
- Paperback books (covers removed)
- Paper egg cartons
- Shredded paper (in a paper bag)
- Mail and junk mail (window envelopes OK)

Plastic

- Bottles and jars
- Tubs and jugs
- Clamshell-style containers
- Clean plastic cups
- Snap and screw-on lids
- Plastic bags
- Bubble wrap
- Overwrap packaging
- Clean food trays
- Storage tubs
- Clothing hangers

Metal

- Aluminum beverage cans
- Scrap metal
- Aluminum and tin cans
- Empty aerosol cans
- Metal screw-on lids
- Microwaves
- Most appliances (No refrigerators - Bring Freon-containing appliances to the Recovery & Transfer Building - disposal fees apply.)

Glass

- Empty glass bottles and jars (all colors accepted)

Other

- Styrofoam blocks
- FDS and LDPE foam blocks
- Used motor oil (up to 5 gallons)
- Broken holiday lights
- Electronic cords
- Batteries (alkaline, Ni-Cad, Li-Ion)
- Cell phones and chargers
- Printer and toner cartridges

Anderson Island

Anderson Island Transfer Station
9607 Steffensen Rd.
(253) 847-7555

Bonney Lake

Prairie Ridge Transfer Station
11710 Prairie Ridge Dr. E.
(253) 847-7555

Gig Harbor

Purdy Transfer Station
14515 54th Ave. NW
(253) 847-7555

Key Peninsula

Key Center Transfer Station
5900 Key Peninsula Hwy.
(253) 847-7555

Puyallup

Hidden Valley Transfer Station
17925 Meridian E.
(253) 847-7555

The following inventory was generated from the Washington State Department of Ecology database, listing all small, medium, and large quantity generators of hazardous waste in Pierce County. The data comes from the Hazardous Waste and Toxics Reduction Program's database, Turbo Waste. The database is populated with data provided by hazardous waste generators' annual reports to Ecology. State generator code designations (LQG/MQG/SQG/XQG) are based on Washington's dangerous waste rules (LQG= large quantity generator, MQG=medium quantity generator, SQG=small quantity generator, and XQG=non-generator). The SQG total is only those SQGs that have ID numbers. The XQGs have ID numbers but reported no waste in 2020.

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAD988499968	The Estate of Don Oline	1915 MARINE VIEW DR	TACOMA	WA	98422	LQG
WAH000044548	Penhall Co Tacoma	2323 E Q St #1	Tacoma	WA	98421	LQG
WAH000050638	US ENVIRONMENTAL PROTECTION AGENCY	192ND ST E, BETWEEN 38TH AVE AND CANYON RD	SPANAWAY	WA	98387	LQG
WAR000011445	Saint Gobain Performance Plastics Puyall	507 N LEVEE RD	PUYALLUP	WA	98371	LQG
WAH000034739	FEDEX FREIGHT INC TACOMA	3216 70TH AVE E	FIFE	WA	98424	LQG
WAH000024905	Specialty Products Inc	2410 104th St Ct S Ste D	Lakewood	WA	98499	LQG
WAH000018507	Cornforth Campbell Motors Inc	107 3RD ST SE	PUYALLUP	WA	98372	LQG
WAH000057860	Holman Logistics S1	2701 142nd Ave E Ste 300	Sumner	WA	98390	LQG
WAD009252719	US Oil & Refining Co	3001 MARSHALL AVE	TACOMA	WA	98421	LQG
WAD009241803	Bradken Atlas	3021 S Wilkeson St	Tacoma	WA	98409	LQG
WAH000028713	Bellmont Cabinet Company	13610 52nd St E	Sumner	WA	98390	LQG
WAH000024450	Milgard Manufacturing Inc Pultrusion Div	2935 70TH AVE E	TACOMA	WA	98424	LQG
WAD020257945	Burlington Environmental LLC Tacoma	1701 E ALEXANDER AVE	TACOMA	WA	98421	LQG
WAD988477873	Thriftway Properties LLC	608 N 1st St	TACOMA	WA	98403	LQG
WAH000046695	Amazon.com Services, LLC - BFI1	1800 140TH AVE E	SUMNER	WA	98390	LQG
WAH000036320	SUPERLON PLASTICS CO INC	2116 TAYLOR WAY	TACOMA	WA	98421	LQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAH000046929	Amazon.com Services, LLC - BF13	2700 Center Dr	DuPont	WA	98327	LQG
WAD981774151	Tacoma Dry Cleaners Inc	7502 CUSTER RD W	Lakewood	WA	98467	LQG
WAR000000950	Stripe Rite Inc	1725 137TH AVE E	SUMNER	WA	98390	LQG
WAD980984025	Fircrest Village Cleaners	1105 A Regents Blvd	Fircrest	WA	98466	LQG
WAD980984025	Fircrest Village Cleaners	1105 A Regents Blvd	Fircrest	WA	98466	LQG
WAD988482592	Boeing Company Frederickson	18001 CANYON RD E	PUYALLUP	WA	98373	LQG
WA0000148734	Arclin Surfaces Inc	2144 Milwaukee Way	Tacoma	WA	98421	LQG
WAH000030763	Apply A Line	175 Roy Rd SW Bldg C	Pacific	WA	98047	LQG
WAR000004879	Trident Seafoods Corp Tacoma	401 ALEXANDER AVE BLDG 592	TACOMA	WA	98421	LQG
WAD988478723	Northwest Etch Technology Inc Tacoma	2601 S HOOD ST	TACOMA	WA	98409	LQG
WAH000006213	PM Testing Lab Inc Pacific Hwy	3921 PACIFIC HWY E	TACOMA	WA	98424	LQG
WAD078216405	Multicare Medical Center	315 M L KING JR WAY	TACOMA	WA	98405	LQG
WAH000015016	Test America Tacoma	5755 8th St E	Tacoma	WA	98424	LQG
WAD144258779	SSA Terminals Tacoma LLC	1675 LINCOLN AVE, Transfer Facility	TACOMA	WA	98421	LQG
WAH000055679	Amazon.com Services LLC (DSE7)	2201 140th Ave E Ste 800	Sumner	WA	98390	LQG
WAH000012492	United Parcel Service Pacific	244 ROY RD SE	PACIFIC	WA	98047	LQG
WAD988504668	Clover Park Technical College	4500 STEILACOOM BLVD SW	TACOMA	WA	98499	LQG
WAH000052990	UPS Port of Tacoma	5200 12th St E Bldg B	Tacoma	WA	98424	LQG
WAD067166397	General Metals of Tacoma	1902 Marine View Dr	Tacoma	WA	98422	LQG
WAD988522603	Toray Composites Materials America	19002 50TH AVE E	TACOMA	WA	98446	LQG
WAD980980593	WA UW Tacoma Branch Campus	1920 S C ST	TACOMA	WA	98402	LQG
WAD980835771	General Plastics Mfg Co Tacoma	4910 BURLINGTON WAY	TACOMA	WA	98409	LQG
WA9214053465	Joint Base Lewis McChord	Bldg 2012 Liggett Ave Box 339500 MS 17	Joint Base Lewis-McChord	WA	98433	LQG
WAD008958357	McFarland Cascade Pole & Lumber Co	1640 E MARC ST	TACOMA	WA	98421	LQG
WAD981769110	Emerald Services, Inc. - Tacoma Facility	1825 ALEXANDER AVE	TACOMA	WA	98421	LQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAD000643262	Shore Terminal LLC Tacoma	250 E D St	Tacoma	WA	98421	LQG
WAH000057995	415 St Helens Apts LLC	415 St Helens Ave	Tacoma	WA	98402	LQG
WAR000009399	Absher Const	1001 SHAW RD SE	PUYALLUP	WA	98372	LQG
WAD982821332	AIM Aerospace Sumner Inc	1516 FRYAR AVE	SUMNER	WA	98390	LQG
WAD981764434	Manke Lumber Co Inc Sumner	13702 Stewart Rd	SUMNER	WA	98390	LQG
WAD083734780	Carlson Formetec Inc	2202 A ST	TACOMA	WA	98042	MQG
WAH000053658	JB Hunt Transportation	1815 136th Ave	Sumner	WA	98390	MQG
WAH000050082	Elks Temple Properties LLC	565 BROADWAY	TACOMA	WA	98402	MQG
WAD009253782	Globe Machine Manufacturing Co	701 E D ST	TACOMA	WA	98421	MQG
WAD988477261	Spectra Laboratories Inc	2221 ROSS WAY	TACOMA	WA	98421	MQG
WAH000056900	Bethel School District	5625 192nd St E	Spanaway	WA	98387	MQG
WAH000057360	JB HUNT	540 142ND AVE E	SUMNER	WA	98390	MQG
WAR000009969	Home Depot 4709	303 35TH AVE	PUYALLUP	WA	98374	MQG
WAR000010009	Home Depot 4701	7050 TACOMA MALL BLVD	TACOMA	WA	98409	MQG
WAH000012674	Home Depot 4720	4602 S CENTER ST	TACOMA	WA	98409	MQG
WAH000024277	Home Depot 4728	5120 Borgen Blvd	Gig Harbor	WA	98332	MQG
WAH000035450	DBA Ozark Automotive Dist #26	1602 INDUSTRIAL PARK WAY	PUYALLUP	WA	98371	MQG
WAR000011411	Greenwood Motorlines dba R&L Carriers	2150 48TH AVE CT E	FIFE	WA	98424	MQG
WAH000031854	Home Depot USA HD 4747	101 E 52nd St	Tacoma	WA	98445	MQG
WAH000028546	Home Depot HD 8562	9602 214th Ave	Bonney Lake	WA	98391	MQG
WAH000056165	Unigen Inc Tacoma	2121 S State St Ste 400	Tacoma	WA	98405	MQG
WAH000046947	Milgard Manufacturing Inc - Fiberglass	1010 54th Ave E	Tacoma	WA	98424	MQG
WAH000051224	Office Depot Inc Sumner	2500 142ND AVE E	SUMNER	WA	98390	MQG
WAH000048875	Milgard Vinyl Corp Fife	1001 54th Ave E	Fife	WA	98424	MQG
WAH000004242	Performance Radiator Tacoma	2705 S Tacoma Way Ste D	Tacoma	WA	98409	MQG
WAH000034591	NORMS TRUCK INC	361 ROY RD SW	PACIFIC	WA	98047	MQG
WAH000039627	GKN Aerospace Sumner	1725 Puyallup St Ste 200	Sumner	WA	98390	MQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAH000026614	XPO Logistics Freight Inc	7211 28th St E	Fife	WA	98424	MQG
WAH000036160	Northwest Traffic Inc Edgewood	622 W VALLEY HWY E	EDGEWOOD	WA	98372	MQG
WAD060033024	PROGRESS RAIL SERVICES	4012 SR 509 S FRONTAGE RD	TACOMA	WA	98421	MQG
WAH000052438	CarMax Auto Superstores W Coast Inc	202 Valley Ave NW	Puyallup	WA	98371	MQG
WAD071834287	Saint Joseph Medical Center	1717 S J ST	TACOMA	WA	98405	MQG
WAH000050866	HR Acquisition I Corporation	1112 6th Ave	Tacoma	WA	98405	MQG
WAH000046848	Northwest Precast	212 10TH ST SE	PUYALLUP	WA	98372	MQG
WAD071836019	Pacific Lutheran University	121ST & PARK AVE	TACOMA	WA	98447	MQG
WAD988470159	EMIN Puyallup	12314 MERIDIAN ST E STE D	PUYALLUP	WA	98373	MQG
WAH000049647	Electronic Recyclers International	3901 150th Ave Ct E	Sumner	WA	98390	MQG
WAD980975221	BNSF Railway Company Tacoma	610 E 21st St	TACOMA	WA	98421	MQG
WAD043451038	Seaport Sound Terminal LLC	2628 MARINE VIEW DR	TACOMA	WA	98422	MQG
WAH000013961	Chevron 208760	17305 MERIDIAN E	PUYALLUP	WA	98375	MQG
WAH000054618	Nordstrom Inc 006	4502 S Steele #800	Tacoma	WA	98409	MQG
WAH000013946	Chevron 207051	18321 HWY 410 E	BONNEY LAKE	WA	98390	MQG
WAH000035136	CHEVRON 307178	1275 CENTER DR	DUPONT	WA	98327	MQG
WAD055498232	Western Wood Preserving Co	1313 ZEHNDER ST	SUMNER	WA	98390	MQG
WAD180330961	UPS Tacoma	5001 20TH ST E	TACOMA	WA	98424	MQG
WAD079257119	University of Puget Sound	1500 N WARNER ST	TACOMA	WA	98416	MQG
WA1360007271	VA PSHCS American Lake Division	VETERANS DR AMERICAN LAKE	TACOMA	WA	98493	MQG
WAH000027979	Target Store 0341	3320 S 23rd St	Tacoma	WA	98405	MQG
WAH000026642	Target Store 0342	3310 S Meridian	Puyallup	WA	98373	MQG
WAH000054112	WILCOX FARMS INC	40400 HARTS LAKE VALLEY RD S	ROY	WA	98580	MQG
WAH000026688	Target Store 0349	5618 Lakewood Town Center Blvd	Lakewood	WA	98499	MQG
WAH000026804	Target Store 1957	9400 192nd Ave E	Bonney Lake	WA	98390	MQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAD988484390	Nordlund Boat Co Marine View Dr	1626 MARINE VIEW DR	TACOMA	WA	98422	MQG
WAH000018473	Rainier Woodworking Co	2615 S 80TH ST	TACOMA	WA	98409	MQG
WAD000641522	Phillips 66 Co - South Tacoma	520 E D ST	TACOMA	WA	98421	MQG
WAD002290534	Founders Choice	6002 MCKINLEY AVE E	TACOMA	WA	98404	MQG
WAH000044499	Pierce Cnty Public Works & Util Rd Maint	4812 196th St E	Spanaway	WA	98387	MQG
WAH000026757	Target Store 1205	11400 51st Ave NW	Gig Harbor	WA	98332	MQG
WAH000033693	Target Store 2136	10302 156th St E	Puyallup	WA	98375	MQG
WAH000057260	Thermo Fisher Scientific	14302 24th St E	Sumner	WA	98390-9661	MQG
WAH000017061	Walmart Supercenter 3218	20307 Mountain Hwy E	Spanaway	WA	98387	MQG
WAH000043064	Carlisle Construction Materials INC	19727 57th Ave E	Puyallup	WA	98375	MQG
WAD988484796	Good Samaritan Hospital	407 14TH AVE SE	PUYALLUP	WA	98372	MQG
WAH000024491	Walmart Supercenter 5041	19205 SR 410 E	Bonney Lake	WA	98390	MQG
WAR000004382	Walmart Supercenter 2403	310 31ST AVE SE	PUYALLUP	WA	98374	MQG
WAH000029198	Walmart Supercenter 3525	16502 Meridian E	Puyallup	WA	98374	MQG
WAH000057905	FRED MEYER INC UST 478934	349 VALLEY AVE NW	PUYALLUP	WA	98371	MQG
WAH000041939	Walmart Supercenter 4137	1965 S UNION AVE	TACOMA	WA	98405	MQG
WAH000029649	Walmart Supercenter 3537	7001 Bridgeport Way W	Lakewood	WA	98499	MQG
WAH000000380	Lowes Home Centers LLC 0026	2701 S ORCHARD ST	TACOMA	WA	98466	MQG
WAH000004408	Harborlands 2C LLC	2216 E 11TH ST	TACOMA	WA	98421	MQG
WAD114685373	Tacoma Public Utilities Tacoma Power	3628 S 35TH ST	TACOMA	WA	98409	MQG
WAH000050564	Lowes Home Centers LLC 1081	5115 100TH ST SW	LAKEWOOD	WA	98499	MQG
WAD094633591	Johnson Millwork Inc	2319 S Tacoma Way	Tacoma	WA	98409	MQG
WAD082510595	WestRock CP LLC	801 E PORTLAND AVE	TACOMA	WA	98421	MQG
WAH000050739	Lowes Home Centers LLC 2734	3511 5TH ST SE	PUYALLUP	WA	98374	MQG
WAH000042136	Sherwin Williams 9833	7608 S Tacoma Way	Tacoma	WA	98409	MQG
WAH000008052	SHERWIN WILLIAMS CO 8088	3814 S CEDAR ST	TACOMA	WA	98409	MQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAH000050796	Lowes Home Centers LLC 2895	19911 S PRAIRIE RD E	BONNEY LAKE	WA	98391	MQG
WAH000033909	Sterling Reference Laboratories	2617 E L ST Ste A	Tacoma	WA	98421	MQG
WAH000052850	CARLSON PAVING PRODUCTS INC 50TH AVE E	18425 50TH AVE E	TACOMA	WA	98446	MQG
WAH000045776	SAFEWAY Store 544	21301 HWY 410	BONNEY LAKE	WA	98391	MQG
WAH000022006	JR Reding and Refinishing Corp dba JR	3005 Chandler	Tacoma	WA	98409	MQG
WAD981772080	Bates Technical College South Campus	2201 S 78TH ST	TACOMA	WA	98409	MQG
WAH000057985	Amazon com Services LLC DWA9	3711 142nd Ave E	Sumner	WA	98390	MQG
WAH000011973	Costco Wholesale 95	2219 S 37TH ST	TACOMA	WA	98409	MQG
WAH000038140	COSTCO WHOLESALE DEPOT 171	4000 142ND AVE E STE B	SUMNER	WA	98390	MQG
WAH000031656	Costco Wholesale 624	10990 Harbor Hill Dr	Gig Harbor	WA	98335	MQG
WAH000012559	Costco Wholesale 660	1201 39TH AVE SW	PUYALLUP	WA	98374	MQG
WAH000000091	COSTCO BUSINESS CENTER 767	3900 20TH ST E	FIFE	WA	98424	MQG
WAH000054650	Costco Wholesale #1278	9801 204th Ave E	Bonney Lake	WA	98391	MQG
WAD071852545	Western Washington Fair Assoc	110 9TH AVE SW	PUYALLUP	WA	98371	MQG
WAD988468690	Precision Tune Auto Care Tacoma	303 S 72nd St	Tacoma	WA	98408	SQG
WAH000021420	Modern Door & Millwork Inc	10729 A St S	Tacoma	WA	98444	SQG
WAD988521571	Veterans Independent Ent of WA	4630 16TH ST E STE B15	FIFE	WA	98424	SQG
WAH000041538	West Marine 00024	3212 20th St E	Fife	WA	98424	SQG
WAH000041790	ST ANTHONY HOSPITAL	11567 CANTERWOOD BLVD	GIG HARBOR	WA	98332	SQG
WAH000041626	West Marine Express 05536	3119 Judson St, STE A	Gig Harbor	WA	98335	SQG
WAH000043312	Hydraulic Repair & Design Corp Puyallup	701 N LEVEE RD	PUYALLUP	WA	98371	SQG
WA0000073361	WA AGR	11 SCHUSTER PKWY LAB ONLY	TACOMA	WA	98402	SQG
WAD988518072	BP 07053	10216 224TH ST E	GRAHAM	WA	98338	SQG
WAH000054138	BP 07066	5515 38th Ave NW	Gig Harbor	WA	98335	SQG
WAD988511390	UNION PACIFIC RR FIFE	3330 20TH ST E	FIFE	WA	98424	SQG

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WAD980725568	USAR AMSA 137	401 E Alexander RD PIER 23	TACOMA	WA	98421	SQG
WAD988506010	Rainier Plywood	624 E 15TH ST	TACOMA	WA	98421	SQG
WAH000052693	COMPOSITE SOLUTIONS CORP SUMNER	14810 PUYALLUP ST Ste 100	SUMNER	WA	98390	SQG
WAD981764004	Narrows Plaza	2310 MILDRED ST W	TACOMA	WA	98466	SQG
WA0000049593	Tacoma Fire Boat Station	302 E 11TH ST	TACOMA	WA	98421	SQG
WA0000049619	Tacoma Fire Department Garage	3401B S ORCHARD ST	TACOMA	WA	98466	SQG
WAD988496527	Bakers Automotive	10206 16TH ST E	EDGEWOOD	WA	98372	SQG
WAD070972856	Commercial Sales Inc	6411 PACIFIC HWY E	TACOMA	WA	98424	SQG
WAH000020032	Plumb Signs Inc S 28th	909 S 28TH	Tacoma	WA	98221	SQG
WAD027542935	Lianga Pacific Inc	2120 PORT OF TACOMA RD	TACOMA	WA	98421	SQG
WAH000056235	Elite Resurfacing (Atkinson Investment Inc)	402 Valley Ave NW, STE 105	Puyallup	WA	98371	SQG
WAH000049683	ePower Systems & Battery Inc	10321 Lakeview Ave SW	Lakewood	WA	98499	SQG
WAH000056590	Petco 260	5700 100th St SW	Lakewood	WA	98499	SQG
WAD003825122	TUCCI & SONS INC	4224 WALLER RD E	TACOMA	WA	98443	SQG
WAH000056770	Arco 7039	10108 194th St E	Graham	WA	98338-9868	SQG
WAD988509162	Titus Will Chevrolet of Parkland	11011 PACIFIC AVE	TACOMA	WA	98444	SQG
WAH000050262	Cabelas Puyallup DC	1212 Valley Ave NW	Puyallup	WA	98371	SQG
WAD009253477	Concrete Technology Corp	1123 PORT OF TACOMA RD	TACOMA	WA	98421	SQG
WAH000056515	Petco 1207	5190 Borgen Blvd	Gig Harbor	WA	98332	SQG
WAH000056635	Petco 1214	3717 S Meridian St	Puyallup	WA	98373	SQG
WAH000034144	Wescraft RV & Truck Fife	3402 12th St E	Fife	WA	98424	SQG
WA0000016139	Precision Machine Works	4101 D INDUSTRY DR E	FIFE	WA	98424	SQG
WAD988490421	Precision Machine Works Inc	2024 PUYALLUP AVE	TACOMA	WA	98421	SQG
WAH000056420	Petco 1238	9311 192nd Ave E	Bonney Lake	WA	98391	SQG
WAH000056645	Petco 1245	4028 Tacoma Mall Blvd	Tacoma	WA	98409	SQG
WAH000056615	Petco 1267	5951 Sixth Ave	Tacoma	WA	98406	SQG

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WAH000044408	Niagara Bottling LLC	19820 57th Avenue	Puyallup	WA	98375	SQG
WAH000028686	Praxair Distribution Inc Tacoma 2	480 E 19th St Bldg 104	Tacoma	WA	98421	SQG
WAH000043983	Chihuly Inc	1401 St Paul Ave, Ste 200	Tacoma	WA	98421	SQG
WAD149982308	Macys Tacoma	4502 S STEELE #700	TACOMA	WA	98409	SQG
WAH000009381	Pep Boys 529	12228 MERIDIAN E	PUYALLUP	WA	98373	SQG
WAH000009738	White Cap Ltd Center St	3037 S Center St	Tacoma	WA	98409	SQG
WAD980834543	WA DOC McNeil Island Corrections Center	MCNEIL ISLAND CC	STEILACOOM	WA	98388	SQG
WAD067168492	Meridian Collision Center	15724 MERIDIAN AVE S	PUYALLUP	WA	98373	SQG
WAH000052828	MAJOR WIRE SCREEN MEDICA	7110 26TH ST E	FIFE	WA	98424	SQG
WAH000002089	South Hill Collision Inc II	16318 MERIDIAN S STE D	PUYALLUP	WA	98373	SQG
WAH000022168	Auto Warehousing Co Body Shop	2810 East Marshall Ave, #C	Tacoma	WA	98421	SQG
WA0001013291	Rite Aid 5255	4818 PT FOSDICK DR NW	GIG HARBOR	WA	98335	SQG
WAH000021691	Rite Aid 5256	900 E Meridian Ste 23	Milton	WA	98354	SQG
WA0001013333	Rite Aid 5262	1323 E MAIN AVE	PUYALLUP	WA	98372	SQG
WAH000010926	Rite Aid 5264	11220 E CANYON RD	PUYALLUP	WA	98373	SQG
WAH000010918	Rite Aid 5267	21302 SR 410 E	BONNEY LAKE	WA	98390	SQG
WAH000007419	Rite Aid Corp 5269	1912 N PEARL ST	TACOMA	WA	98406	SQG
WAH000007955	Rite Aid 5271	7041 PACIFIC AVE	TACOMA	WA	98408	SQG
WAH000040186	Rite Aid #5274	15801 Pacific Ave	Tacoma	WA	98444	SQG
WAH000022556	Rite Aid 5275	3840 Bridgeport Way	University Place	WA	98466	SQG
WAH000040179	Rite Aid #5276	1850 S Mildred St	Tacoma	WA	98465	SQG
WAH000020388	Rite Aid 5277	5700 100TH ST SW, Ste 100	LAKEWOOD	WA	98499	SQG
WAH000042970	Pierce County Fire Dist No 3 dba West Pi	9410 39th Ave Ct SW	Lakewood	WA	98499	SQG
WAH000006098	Rite Aid 6194	22311 MOUNTAIN HWY E	SPANAWAY	WA	98387	SQG
WAH000007864	Rite Aid 6232	12811 MERIDIAN ST E	PUYALLUP	WA	98373	SQG

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WAH000039898	Rite Aid #6493	9502 176th St E	Puyallup	WA	98375	SQG
WAH000039843	Rite Aid #6521	22201 Meridian Ave E	Graham	WA	98338	SQG
WAD021828207	Sonoco Products Co 1802 Steele	1802 STEELE AVE	SUMNER	WA	98390	SQG
WAD980978738	DOC Purdy Corrections Ctr	5409 96TH ST NW	GIG HARBOR	WA	98332	SQG
WAD027390111	Master Millwork Inc	11603 CANYON RD E	PUYALLUP	WA	98373	SQG
WAH000052412	Puyallup SD 003 Stahl Jr High School	9610 168th St E	Puyallup	WA	98375	SQG
WAH000052073	Lake Tapps Mini Mart	18215 9th St E	Lake Tapps	WA	98391	SQG
WAD070397955	TOTE Maritime Alaska, LLC	500 E ALEXANDER AVE	TACOMA	WA	98421	SQG
WAH000057135	Custom Choice Door and Millwork LLC	8607 Durango St SW Ste B	Lakewood	WA	98087	SQG
WAD988499174	MC Parcel Delivery Inc	1410 MARTIN LUTHER KING JR WAY	TACOMA	WA	98405	SQG
WAD988521001	St Clare Hospital	11315 BRIDGEPORT WAY SW	TACOMA	WA	98499	SQG
WAH000017806	Cardinal Health	6710 26TH ST E	FIFE	WA	98424	SQG
WA4180090033	USPS Tacoma S Warner St	3825 S WARNER ST	TACOMA	WA	98409	SQG
WAD988493342	Rays Auto Center Tacoma	5445 STEILACOOM BLVD SW	TACOMA	WA	98499	SQG
WAD004902334	Global Metal Works and Erectors Inc	1144 THORNE RD	TACOMA	WA	98421	SQG
WAD982655300	Penske Truck Leasing Co LP	4927 95TH ST SW STE A BLDG 5	TACOMA	WA	98498	SQG
WAD982655243	Penske Truck Leasing Co LP Sumner	2222 TACOMA AVE	SUMNER	WA	98390	SQG
WAD981769169	Penske Truck Leasing Co LP Thorne Rd	1460 THORNE RD	TACOMA	WA	98401	SQG
WAD988502530	Parkland Light & Water Co	12918 PARK AVE	TACOMA	WA	98444	SQG
WAD067549196	JCI Jones Chemicals Inc	1919 MARINE VIEW DR	TACOMA	WA	98422	SQG
WAH000044584	Innovative Repair LLC Transfer Facility	5225 7th St E Bldg 6, Transporter	Fife	WA	98424	SQG
WAR000000109	James Hardie	4615 192ND ST E	TACOMA	WA	98446	SQG
WAH000004903	James Hardie Building Products	18200 50TH AVE E	TACOMA	WA	98446	SQG
WAD981771439	Quality Cleaners	1229 MAIN ST	SUMNER	WA	98390	SQG
WAD981765316	Puyallup School Dist Maint Dept	324 9TH ST NW	PUYALLUP	WA	98371	SQG

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WAH000051310	Jorgenson Peninsula Optical Supply	1901 S Union Ave Ste B1001	Tacoma	WA	98405	SQG
WAD981774102	Puyallup WPCP	2028 RIVER RD	PUYALLUP	WA	98371	SQG
WAH000057490	WA AIR NATIONAL GUARD CAMP MURRAY	103 41st Division Way	Camp Murray	WA	95430	SQG
WAH000037027	Tacoma City Environmental Svs Lab	326 E D St	Tacoma	WA	98421	SQG
WAH000040286	Federal Way Automotive and Radiator	8116 Pacific Hwy E	Tacoma	WA	98422	SQG
WAH000014019	MultiCare Health System Allenmore Hosp	1901 S UNION ST	TACOMA	WA	98405	SQG
WAH000057545	Cummins Inc	1800 Fryar Avenue	Sumner	WA	98390	SQG
WAH000054140	Puget Sound Energy	1001 E. Alexander Ave	TACOMA	WA	98421	SQG
WAD988513347	Chambers Creek STP	10311 CHAMBERS CREEK RD W	UNIVERSITY PLACE	WA	98467	SQG
WAD083360164	J & J Autobody Repair Inc	6813 S TACOMA WAY	TACOMA	WA	98409	SQG
WAH000033580	Frank S Baker Center	316 Martin Luther King Jr Way	Tacoma	WA	98405	SQG
WAH000033599	Mary Bridge Childrens Health Center	311 S L St	Tacoma	WA	98405	SQG
WAH000052610	PMO SBCT Stryker Brigade Combat Team	3700 150th Ave Ct E	Sumner	WA	98390	SQG
WAH000038650	Wild West International LLC	11003 CANYON RD E	PUYALLUP	WA	98373	SQG
WAD027547660	Kay Parks Autobody Tacoma	3102 S 12TH ST	TACOMA	WA	98405	SQG
WAH000047313	UPS Fife	2205 70th Ave	Fife	WA	98424	SQG
WAH000005231	Titus Will Collision Center	2302 S 35TH	TACOMA	WA	98409	SQG
WAH000058320	Partner Oncology Puyallup	1519 3rd St SE Ste 260	Puyallup	WA	98372	SQG
WAH000057355	Safeway 2729	708 Shaw Rd E	Puyallup	WA	98372	SQG
WAH000002261	Truck Rail Handling Inc	457 E 18TH ST	TACOMA	WA	98421	SQG
WAD988501805	Buckley Automotive	336 S RIVER RD	BUCKLEY	WA	98321	SQG
WAR000007930	PSE Frederickson	4714 192ND ST E	TACOMA	WA	98446	SQG
WAH000045792	Safeway Store #3305	15805 Pacific Ave S	Tacoma	WA	98444	SQG
WAH000046034	Safeway Store 1246	6201 6th Ave	Tacoma	WA	98406	SQG
WAH000046108	SAFEWAY Store 1436	1624 72ND ST E	TACOMA	WA	98404	SQG
WAH000046116	Safeway Store 1437	1302 S 38th St	Tacoma	WA	98408	SQG

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WAH000044985	SAFEWAY Store 1645	10223 GRAVELLY LAKE DR	LAKEWOOD	WA	98494	SQG
WAD027555465	PSE Tacoma Office	3130 S 38TH ST	TACOMA	WA	98409	SQG
WAD067529024	PSE Puyallup SVC	5807 MILWAUKEE AVE E	PUYALLUP	WA	98372	SQG
WAD040179715	Western State Hospital	9601 STEILACOOM BLVD SE	TACOMA	WA	98498	SQG
WAD980725626	WA ARMY National Guard Camp Murray	CAMP MURRAY ARMY NATIONAL GUARD	TACOMA	WA	98430	SQG
WAH000016378	NC Machinery Company	2603 PACIFIC HWY E	FIFE	WA	98424	SQG
WAH000045071	SAFEWAY Store 1798	11501 CANYON RD E	PUYALLUP	WA	98373	SQG
WAH000045104	Safeway Store 1844	215 Whitesell St NW	Orting	WA	98360	SQG
WAH000045204	SAFEWAY Store 1978	2735 N PEARL ST	TACOMA	WA	98406	SQG
WAH000045240	SAFEWAY Store 2640	13308 MERIDIAN AVE E	PUYALLUP	WA	98373	SQG
WAD003824661	Solid Waste Systems Tacoma	13502 PACIFIC AVE S	TACOMA	WA	98444	SQG
WAD988516852	Miller Paint Co Inc Tacoma	5252 S WASHINGTON ST	TACOMA	WA	98409	SQG
WAH000048114	Miller Paint Company Inc Puyallup	14207 Meridian Ave E Ste 103	Puyallup	WA	98373	SQG
WA0000188706	Caliber Collision Center Fife 2907	3909 PACIFIC HWY E	FIFE	WA	98424	SQG
WAD988486072	Caliber Collision Center Lakewood WA 2925	12424 PACIFIC HWY SW	Lakewood	WA	98499	SQG
WAD988498960	Caliber Collision Center Puyallup River Road 2926	823 RIVER RD	PUYALLUP	WA	98371	SQG
WAD082501735	Caliber Collision Center Tacoma 2920	4112 S WASHINGTON ST	TACOMA	WA	98409	SQG
WAH000049269	Caliber Collision Center Yelm 2927	9015 350th St S	McKenna	WA	98558	SQG
WAH000029455	Jet Door LLC	1832 112th St E	Tacoma	WA	98445	SQG
WAD139400113	Smith Fire Systems Tacoma	1106 54TH AVE E	TACOMA	WA	98424	SQG
WAH000045334	Safeway Store 3228	5616 176th St E	Puyallup	WA	98375	SQG
WAH000045436	Safeway Store 329	1112 S M ST	TACOMA	WA	98405	SQG
WAH000045286	Safeway Store 3321	4831 Point Fosdick Dr NW	Gig Harbor	WA	98335	SQG
WAH000045350	Safeway Store 3424	2411 N Proctor	Tacoma	WA	98408	SQG
WAH000044725	Safeway Store 3545	900 E Meridian, Ste 12	Milton	WA	98354	SQG
WAH000030774	Safeway Store 422	611 S Meridian Ave	Puyallup	WA	98371	SQG

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WAH000045597	Safeway Store 486	3842 Bridgeport Way	Tacoma	WA	98466	SQG
WAD988479465	Tacoma Community College	6501 S 19TH ST	TACOMA	WA	98466	SQG
WAR000010520	Zumar Industries Inc Steele St	12015 STEELE ST	TACOMA	WA	98444	SQG
WAH000054350	Clover Park Technical College	17214 110th Ave E	Puyallup	WA	98375	SQG
WAH000045783	SAFEWAY Store 547	10105 224TH ST E	GRAHAM	WA	98338	SQG
WAH000027283	Safeway Store and Fuel 1594	707 S 56th St	Tacoma	WA	98408	SQG
WAH000054295	RTC Aerospace - Fife Division	7215 45TH STREET CT E	FIFE	WA	98424	SQG
WAH000018846	TACOMA DPU MCMILLIN RES	12650 RESERVOIR RD E	PUYALLUP	WA	98374	SQG
WAD988467080	Tacoma Public Utilities Beltline Div	2601 SR 509 N FRONTAGE RD	TACOMA	WA	98421	SQG
WAD988485405	Tacoma Public Utilities Lagrande Dam	46502 MOUNTAIN HWY E	LA GRANDE	WA	98348	SQG
WAD988476933	Georgia Pacific Gypsum LLC Tacoma	1240 Alexandar Ave	Tacoma	WA	98421	SQG
WAH000056130	CVS Pharmacy 11023	9400 Gravelly Lake Dr SW	Lakewood	WA	98499	SQG
WAH000000067	Kaiser Permanente Tacoma Specialty	209 MARTIN LUTHER KING WAY	TACOMA	WA	98405	SQG
WAD988486239	Caliber Collision Center Canyon Road 2924	8312 CANYON RD E	PUYALLUP	WA	98371	SQG
WAH000012518	Albertsons 0493	104 Military Rd S	Tacoma	WA	98444	SQG
WAD067162586	Jesse Main Yard	1840 MARINE VIEW DR	TACOMA	WA	98422	SQG
WAH000010942	Albertsons 3106	11012 Canyon Rd E Ste 25	Puyallup	WA	98373	SQG
WAH000024358	Albertsons 3411	8611 Steilacoom Blvd SW	Lakewood	WA	98498	SQG
WAH000036562	WA UW CENTER FOR URBAN WATERS	326 E D ST 3RD FLOOR	TACOMA	WA	98421	SQG
WAD988467346	Puyallup School Dist 003 Puyallup Sr HS	105 7TH ST SW	PUYALLUP	WA	98371	SQG
WAD980976468	WA WSU Puyallup Res & Ext Center	7612 PIONEER WAY E	PUYALLUP	WA	98371	SQG
WAH000032630	Albertsons 406	11330 NW 51st Ave	Gig Harbor	WA	98332	SQG
WAH000047576	Peak Dental Tacoma	3602 6th Ave #104	Tacoma	WA	98406	SQG
WAH000056135	Viking Cabinets Inc	24215 Mountain Hwy E	Spanaway	WA	98387	SQG
WAD981770266	Pierce Transit	3701 96TH ST SW	TACOMA	WA	98499	SQG
WA0000998286	FedEx Express TCM	2503 FRANK ALBERT RD BLDG A	FIFE	WA	98424	SQG

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WAD027554070	Titus Will Ford Toyota Sales Inc	3606 S SPRAGUE AVE	TACOMA	WA	98409	SQG
WAH000050232	CARAUSTAR	808 E 26TH ST	TACOMA	WA	98421	SQG
WAH000048721	Pick N Pull Tacoma	2416 112th St S	Tacoma	WA	98499	SQG
WAH000057900	ST Fabrication	13322 142nd Ave E	Orting	WA	98360	SQG
WAD980987101	Cyphers & Kallander	5014 S WASHINGTON ST	TACOMA	WA	98409	SQG
WAD037992500	Bates Technical College Downtown Campus	1101 S YAKIMA AVE	TACOMA	WA	98405	SQG
WAH000056830	Hylebos Marina Inc	1940 MARINE VIEW DR	TACOMA	WA	98422	SQG
WAH000039570	Relia Safe Transport LLC dba RST Hazmat	5225 7TH ST E	Fife	WA	98424	XQG
WAD988482923	Veneer Chip Transport	2205 PACIFIC HWY E	TACOMA	WA	98424	XQG
WAD982653230	Sumner National Auto Parts Inc	16008 60TH ST E	SUMNER	WA	98390	XQG
WAH000043082	T & T Trucking Inc	1107 140th Ave Ct E	Sumner	WA	98390	XQG
WAH000033080	Electric Motor Service & Controls LLC	1928 Milwaukee Way	Tacoma	WA	98421	XQG
WAH000033171	Schilling Graphics	2340 E 11th St	Tacoma	WA	98421	XQG
WAD027535434	Metro Auto Rebuild South	3845 S WARNER ST	TACOMA	WA	98409	XQG
WAH000027276	Swift Transportation Sumner	4720 142nd Ave	Sumner	WA	98390	XQG
WAH000052753	GIG HARBOR SPORTSMAN CLUB	9721 BURNHAM DR NW	GIG HARBOR	WA	98332	XQG
WAH000049057	Genoa Pharmacy in Greater Lakes Med Ctr	9330 59th Ave SW Ste 179	Lakewood	WA	98499	XQG
WAH000033260	Matson Navigation Company of Alaska LLC	1675 Lincoln Ave Bldg 300, TRANSFER FACILITY	Tacoma	WA	98421	XQG
WAH000019935	Qwest Puyallup Power Crew Office	5104 85TH AVE E BLDG 7	PUYALLUP	WA	98372	XQG
WAH000008912	Western Peterbilt LLC	3443 20TH ST E	FIFE	WA	98424	XQG
WAH000015362	PCRCO LLC	17925 MERIDIAN ST E	PUYALLUP	WA	98373	XQG
WAD988489324	LKQ Foster Auto Parts Inc dba LKQ of Was	28520 SR 410 E	BUCKLEY	WA	98321	XQG
WAH000038493	RoadrunnerTransportation Services	3520 142ND AVE E, STE 100	SUMNER	WA	98390	XQG
WAD027532761	Carlson Brothers Jewelers Inc	861 S 38TH ST	TACOMA	WA	98418	XQG
WA4141707154	US DOI NPS Mount Rainier National Park	E END SR 706	LONGMIRE	WA	98397	XQG
WAH000043591	Rogers Rubber Manufacturing Inc	2810 Meridian Ave E	Edgewood	WA	98371	XQG

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WAD988495453	SPECIALTY WOOD MFG	7717 PORTLAND AVE E	TACOMA	WA	98404	XQG
WAD988488359	P+S Painting Inc dba Pederson Painting	4220 112th St E	Tacoma	WA	98446	XQG
WAH000050338	ADT LLC Tacoma	6102 N 9th St Ste 700	Tacoma	WA	98406	XQG
WAH000008292	Guardian Industrial Svcs Inc 99th St E	1813 99TH ST E	TACOMA	WA	98445	XQG
WAD027545664	Lakewood Auto Body Inc	12126 PACIFIC HWY	TACOMA	WA	98499	XQG
WAH000049255	Franklin Pierce SD 402 Early Learning Ct	12223 A St S	Tacoma	WA	98444	XQG
WAD980835102	Franklin Pierce SD Support Services	11807 24TH AVE E	TACOMA	WA	98445	XQG
WAH000056925	SEPA 1 LLC	5709 134TH ST CT E	Puyallup	WA	98373	XQG
WAD982656381	Meridian Square LLC	11916 MERIDIAN S	PUYALLUP	WA	98373	XQG
WAH000050018	Omada International - Sumner Division	14513 32nd St E	Sumner	WA	98390	XQG
WAD980724280	Plaza Cleaners Lakewood	12509 PACIFIC HWY SW	LAKEWOOD	WA	98499	XQG
WAD092875830	Rainier School	2120 RYAN RD	BUCKLEY	WA	98321	XQG
WAD988506812	Metro Freight Systems Inc	805 140TH AVE CT E	SUMNER	WA	98390	XQG
WAD988479846	Modutech Marine Inc	2218 MARINE VIEW DR NE	TACOMA	WA	98422	XQG
WAH000055208	EQ Industrial Services Tacoma Servc Ctr	TRANSFER FACILITY, 5207 1/2 187th Street East	Tacoma	WA	94446	XQG
WAD988514006	Pepsi Beverages Company	3101 S PINE ST	TACOMA	WA	98409	XQG
WAH000042012	USF Reddaway Inc Tacoma	802 E 11TH ST	TACOMA	WA	98421	XQG
WAD009491770	Manke Lumber Co Inc Tacoma Saw Mill	1717 MARINE VIEW DR	TACOMA	WA	98422	XQG
WAD980985402	Tacoma School Dist 10 Bldg & Grounds	3223 S UNION AVE	TACOMA	WA	98409	XQG
WAR000007310	Foss High School	2112 S TYLER ST	TACOMA	WA	98405	XQG
WAR000007377	Wilson High School	1202 N ORCHARD ST	TACOMA	WA	98406	XQG
WAR000011122	Certified Cleaning Svcs Inc	2103 E 112TH ST FRONT SHOP	TACOMA	WA	98445	XQG
WAD053524690	Lincoln High School	701 S 37TH ST	TACOMA	WA	98408	XQG
WAH000052224	FOUNDERS CHOICE INC	1517 S TACOMA WAY	TACOMA	WA	98409	XQG
WAR000007393	Mount Tahoma High School	6227 S TYLER ST	TACOMA	WA	98409	XQG
WAR000007385	Stadium High School	111 N E ST	TACOMA	WA	98403	XQG

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WAH000041673	Arcom Oil Transporter	10013 Lakeview Ave SW	Lakewood	WA	98499	XQG
WAD988515334	Arcom Oil	97TH ST E & 16TH AVE E	TACOMA	WA	98445	XQG
WAH000039221	Fastenal Company	9725 47th Ave SW Bldg 20 Ste A	Lakewood	WA	98499	XQG
WAR000004713	Burlington Northern & Santa Fe Railway	513 T20N R2EWM E 1/2	TACOMA	WA	98421	XQG
WA0000998575	Sumner School Dist	19605 104TH ST E	SUMNER	WA	98390	XQG
WAH000056280	Ruston Way Seawall	Ruston Way & N 49th St	Tacoma	WA	98409	XQG
WAH000002030	Relm West Inc Lakewood	4620 95TH SW STE C	LAKEWOOD	WA	98499	XQG
WAH000043770	Combined Carriers dba Machine Carriers	5630 163rd St E	Puyallup	WA	98375	XQG
WAH000053709	Bunzl Seattle	4501 W Valley Hwy E	Sumner	WA	98390	XQG
WAH000049169	American Fast Freight	7400 45TH STREET CT E	FIFE	WA	98424	XQG
WAD075160051	Graymont Western US Inc	1220 ALEXANDER AVE	TACOMA	WA	98421	XQG
WAH000056870	Motive Power Marine E Port Shipyard	401 E Alexander Ave, Lot behind bldg 407	Tacoma	WA	98421	XQG
WAH000057375	Jemstone Grandview	2505 Grandview Dr W	University Place	WA	98466	XQG
WAH000056935	Prairie Pit	1600 Block of Waller Rd	Tacoma	WA	98446-1336	XQG
WAD988475323	Thermo Fluids Inc	1517 PEASE AVE	SUMNER	WA	98390	XQG
WAH000029533	Thermo Fluids Inc Warehouse	14221 29th St E Ste 101	Sumner	WA	98390	XQG
WAR000007229	Thermo Fluids Inc Warehouse Alexander Ave	1851 ALEXANDER AVE	TACOMA	WA	98421	XQG
WAH000019836	Tacoma City Thea Foss Waterway	THEA FOSS WATERWAY N OF SR 509	TACOMA	WA	98421	XQG
WAH000025778	Tacoma City Puyallup River Side Channel	1801 Portland Ave	Tacoma	WA	98421	XQG
WAD159142249	Puyallup School Dist Ferrucci Jr High	3213 WILDWOOD PARK DR	PUYALLUP	WA	98374	XQG
WAR000001743	Burlington Environmental LLC	1629 E ALEXANDER AVE, Upper level	Tacoma	WA	98421	XQG
WAD037991999	Commencement Bay Corrugated	13414 142ND AVE E	ORTING	WA	98360	XQG
WAD027543032	Pacific Functional Fluids LLC	2244 PORT OF TACOMA RD	TACOMA	WA	98421	XQG
WA0000915355	Frederickson Power LP	18610 50TH AVE E	TACOMA	WA	98446	XQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAD153822028	Maximum Performance Inc	16603 MERIDIAN E	PUYALLUP	WA	98375	XQG
WAD980979553	Cornforth Campbell Motors Inc Body Shop	200 E PIONEER AVE	PUYALLUP	WA	98372	XQG
WAD980987226	CC Motors North Inc	407 MAIN AVE E	PUYALLUP	WA	98372	XQG
WAH000051124	Taft Properties LLC	1201 PUYALLUP AVE	TACOMA	WA	98421	XQG
WAH000012898	PSE Buckley	600 N RIVER AVE	BUCKLEY	WA	98321	XQG
WAD089344246	Linde Inc Fife	2902 20TH ST E	FIFE	WA	98424	XQG
WAD980511729	Petroleum Reclaiming Service Inc	3003 TAYLOR WAY	TACOMA	WA	98421	XQG
WAD982651473	Puyallup City Parks Department	1201 4TH ST NW	PUYALLUP	WA	98371	XQG
WAD988500625	Puyallup Public Works	1100 39TH AVE SE	PUYALLUP	WA	98374	XQG
WAD988467361	Puyallup School Dist 003 Ballou Jr High	9916 136TH ST E	PUYALLUP	WA	98373	XQG
WAD100567460	Puyallup School Dist Aylen Junior High	101 15TH ST SW	PUYALLUP	WA	98371	XQG
WAT540012671	Qwest Corporation W00260	317 3RD ST SW	PUYALLUP	WA	98371	XQG
WAD980985253	Qwest Corporation W00681 & W00B69	7850 S TRAFTON	TACOMA	WA	98409	XQG
WAH000022735	Qwest Corporation W0070Q	5018 85th Ave E	Puyallup	WA	98371	XQG
WAH000019109	Multicare Health System IS Building	124 TACOMA AVE S	TACOMA	WA	98402	XQG
WAH000026432	PRO VAC	6622 112th ST E	PUYALLUP	WA	98737	XQG
WAH000049752	UPS Sumner	4123 142th Ave E	Sumner	WA	98390	XQG
WAH000053595	Alaska West Express Inc Tacoma	2902 Taylor Way, Transporter	Tacoma	WA	98421	XQG
WAD988471744	Peninsula Light Co	13315 GOODNOUGH DR NW	GIG HARBOR	WA	98335	XQG
WAD988467387	Puyallup School Dist 003 Trans Dept	323 12TH ST NW	PUYALLUP	WA	98371	XQG
WAD988484580	Time Oil Co Fife St	3011 S FIFE ST	TACOMA	WA	98409	XQG
WAD981773849	US EPA Time Oil Tmt System 12a	3018 FIFE ST	TACOMA	WA	98406	XQG
WAH000057200	Heritage Crystal Clean LLC	9612 47th Ave SW	Lakewood	WA	98499	XQG
WAH000016212	Heritage Crystal Clean LLC D St	1901 E D St	Tacoma	WA	98421	XQG
WAH000028604	Core and Main LP	602 Valley Ave NE	Puyallup	WA	98371	XQG
WAH000033008	Northstar Chemical Inc	1919 Marine View Dr Ste B	Tacoma	WA	98422	XQG
WAD988487757	CHEVRON 97135	5319 20TH ST E	TACOMA	WA	98424	XQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAD988489563	CHEVRON 94860	11722 MERIDIAN S	PUYALLUP	WA	98371	XQG
WAD988509121	Former Unocal 351437	7051 PACIFIC AVE	TACOMA	WA	98408	XQG
WAD988482154	Chevron 95851	17519 PACIFIC AVE	SPANAWAY	WA	98387	XQG
WAD988485652	Chevron 93914	4401 S 19TH ST	TACOMA	WA	98405	XQG
WAD988497798	Automotive Specialists	11111 GOLDEN GIVEN RD E	TACOMA	WA	98445	XQG
WAH000023921	Medley Vacant Property	3819 Center St	Tacoma	WA	98409	XQG
WAH000018432	Rainier Lighting & Electric Supply Inc	12511 PACIFIC HWY SW	LAKEWOOD	WA	98499	XQG
WAD988491668	Tacoma Tent & Awning Co Inc	121 N G ST	TACOMA	WA	98403	XQG
WAH000052080	Nordlund Boat Co Inc Tacoma	2408 Port of Tacoma Rd	Tacoma	WA	98421	XQG
WAH000018747	Carlile Transportation Systems LLC	2301 Taylor Way Transporter	Tacoma	WA	98421	XQG
WAD097249411	Phillips 66 Co Tacoma Terminal - North	516 E D ST	TACOMA	WA	98421	XQG
WAD988467379	Puyallup School Dist 003 Kalles Jr High	515 3RD ST SE	PUYALLUP	WA	98372	XQG
WAD988505483	Puyallup School Dist Warehouse	8723 112TH ST E	PUYALLUP	WA	98373	XQG
WAH000019158	WA AGR King 3	45224B 284TH AVE SE	ENUMCLAW	WA	98022	XQG
WAD988523684	WA AGR Pierce 1	7611 PIONEER WAY E LOT 1104	PUYALLUP	WA	98371	XQG
WAH000055424	GEODIS	14801 Spring Street	Lakewood	WA	98439	XQG
WAD002799260	Lynden Transport Inc	5410 12TH ST E	FIFE	WA	98424	XQG
WA0000932665	Miller Paint Co Inc - Gig Harbor	6876 KIMBALL DR	GIG HARBOR	WA	98335	XQG
WAD075744748	Pierce College Ft Steilacoom	9401 FARWEST DR SW	Lakewood	WA	98498	XQG
WAH000000224	Pierce College Puyallup	1601 39TH AVE SE	PUYALLUP	WA	98374	XQG
WAH000004770	Fife Vehicle Div & Dept of Public Works	3725 PACIFIC HWY E	FIFE	WA	98424	XQG
WA0000284273	Flowserve Corporation	2007 STEWART ST	TACOMA	WA	98421	XQG
WAD988474144	WA DOT Narrows Bridge	SR 16 Tacoma Narrows Bridge	TACOMA	WA	98406	XQG
WAH000009001	Hood St Reservoir	3110 I ST S	TACOMA	WA	98409	XQG
WAH000022650	Tacoma Power Pearl Substation	2312 N Pearl St	Tacoma	WA	98406	XQG
WAD988523445	Tacoma Public Utilities Loveland Center	3002 224TH ST E	GRAHAM	WA	98338	XQG
WAH000041814	Tacoma Public Utilities SW Substation	4124 S 74th St	Tacoma	WA	98409	XQG

HandlerId	Handler Name	Street Address	City	State	Zip	State Generator Code
WAH000051778	TACOMA Public Utilities Water Dept	11617 214TH AVE E	SUMNER	WA	98390	XQG
WAH000022634	Tacoma Water Bismark Standpipe	819 E 64th St	Tacoma	WA	98404	XQG
WAD000641720	Olympic Pipe Line Co Tacoma DF	706 E F ST	TACOMA	WA	98421	XQG
WAR000001164	Olympic Pipe Line Co Tacoma Station	4420 180TH ST E	SPANAWAY	WA	98387	XQG
WAD981768021	Dept of Public Assembly Fac Tacoma Dome	2727 E D ST	TACOMA	WA	98421	XQG
WAH000042913	ICON Materials	1508 VALENTINE AVE SE	PACIFIC	WA	98047	XQG
WAH000019786	Clover Park High School	11023 GRAVELLY LAKE DR SW	LAKEWOOD	WA	98499	XQG
WAH000023234	CLOVER PARK SCHOOL DISTRICT 400	9219 LAKEWOOD DR SW ASC	LAKEWOOD	WA	98499	XQG
WAH000019794	Lakes High School	10320 FARWEST DR	LAKEWOOD	WA	98499	XQG
WAD980511851	WA UW Pack Forest Facility	9010 453RD ST E	EATONVILLE	WA	98328	XQG
WAD010187896	Point Ruston LLC	Ruston Way & N 51st St	Tacoma	WA	98407	XQG
WAH000050893	Regence Blue Shield	1501 Market St	Tacoma	WA	98402	XQG
WAH000037559	Dayton Superior Corp Sumner	13605 52nd St E	Sumner	WA	98390	XQG
WAH000052422	Puyallup SD 003 Emerald Ridge HS	12405 184TH ST E	PUYALLUP	WA	98374	XQG
WAD988505475	Puyallup School Dist Print Shop	211 10TH ST SE	PUYALLUP	WA	98372	XQG
WAD988467353	Puyallup School Dist Rogers HS	12801 86TH AVE E	PUYALLUP	WA	98373	XQG
WAH000057245	Sunrise Elementary	2323 39th Ave SE	Puyallup	WA	98374	XQG
WAH000051693	MIDLAND AUTO WRECKING FORMER	10324 PORTLAND AVE E	TACOMA	WA	98445	XQG
WAD988500302	Consolidated Press Tacoma	2521A PACIFIC HWY E	TACOMA	WA	98424	XQG
WAH000039211	Northern Environmental LLC	7517 Portland Ave E Ste B	Tacoma	WA	98404	XQG
WAD094629367	Glenn Springs Holdings Inc	709 ALEXANDER AVE	TACOMA	WA	98421	XQG
WAD009242314	OCCIDENTAL CHEMICAL CORP	605 ALEXANDER AVE	TACOMA	WA	98421	XQG
WA0000758979	Occidental Chemical Pitarcik	PACIFIC HWY E & PORT OF TACOMA	TACOMA	WA	98424	XQG
WAD988475190	Fairweatherr Masonry Co Inc	400 142nd Ave E	Sumner	WA	98390	XQG
WAD988467395	Puyallup School Dist Edgemont JH	10909 24 ST E	PUYALLUP	WA	98372	XQG
WAD009484049	Dickson Co	3315 S PINE ST Transporter	TACOMA	WA	98409	XQG

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WAH000052404	Port of Tacoma Port Parcel 2	1001 Alexander Ave	Tacoma	WA	98421	XQG
WAD980984850	TACOMA PORT MAINTENANCE FACILITY	802 PORT CENTER RD	TACOMA	WA	98401	XQG
WAD988507562	William Drury Co	2220 E 11TH ST	TACOMA	WA	98421	XQG
WAH000054832	Sound Transit Steilacoom Blvd SW	3980 Steilacoom Blvd SW	Lakewood	WA	98498	XQG
WAH000049999	SOUND TRANSIT TACOMA LINK OPS	802 E 25TH ST	TACOMA	WA	98421	XQG
WAD000642157	Northwest Pipeline GP Sumner CS	3104 166TH AV E	SUMNER	WA	98390	XQG
WAH000004747	Baker Manufacturing Inc Puyallup	11121 VALLEY AVE E	PUYALLUP	WA	98372	XQG
WAH000044552	Atlas Supply INC	4823 95th St SW, Ste B	Lakewood	WA	98499	XQG
WAD009260050	Buffelen Woodworking Co	1901 TAYLOR WAY	TACOMA	WA	98421	XQG
WAH000047370	PACIFIC NORTHWEST TERMINALS INC	1749 Marine View Dr Transfer Facility	Tacoma	WA	98422	XQG
WAD067661553	Safe Boats International Tacoma	401 ALEXANDER AVE BLDG 326	TACOMA	WA	98421	XQG
WAD988485470	Rolfs Import Auto Service	3122 96TH ST S	TACOMA	WA	98409	XQG
WAD988472239	Rainier Veneer Inc	8220 EUSTIS HUNT RD	SPANAWAY	WA	98387	XQG
WAD982658122	Bethel High School	22215 38TH AVE E	SPANAWAY	WA	98387	XQG
WAD085196053	Bethel School Dist No 403	516 E 176TH	SPANAWAY	WA	98387	XQG
WAH000021097	Bethel SD Spanaway Lake High School	1305 168th St E	Spanaway	WA	98387	XQG
WAD988471439	Bethel Public Schools 403 Transp Dept	4015 E 224TH ST	SPANAWAY	WA	98387	XQG
WAD988506903	EcoLube Recovery LLC	401 E ALEXANDER AVE Bldg 407, Bay 10	TACOMA	WA	98421	XQG
WAH000057920	EcoLube Recovery Puyallup	213 10TH ST SE	PUYALLUP	WA	98372-3404	XQG

Inventory of Listed Hazardous Sites

The Hazardous Sites List is published by the Washington State Department of Ecology's Toxics Cleanup Program. It includes all sites that have been assessed and ranked using the Washington Ranking Method. Also listed are National Priorities List (NPL) sites. Additions to the list, changes in remedial status of sites on the list, and removals from the list are published twice a year in February and August.

[Hazardous Sites List for- February 24, 2021 \(wa.gov\)](#)

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
AK2170027245	US - NARL	N71 19 30 W156 41 00	BARROW	AK	99723
AK9690330742	USDHS/USCG Base Support Kodiak	Anton Larson by Rd/Rezanof Hwy	KODIAK	AK	99619
AK9690502001	US DOT FAA ARTCC ZAN	700 N BONIFACE PKWY	ANCHORAGE	AK	99506
AKD000834861	CROWLEY MARINE SERVICES	940 THIRD STREET	KOTZEBUE	AK	99752
AKD002848372	Weaver Brothers Inc	1611 East First Avenue	Anchorage	AK	99501
AKD002848372	WEAVER BROTHERS, INC.	1611 E. 1ST AVENUE	ANCHORAGE	AK	99501
AKD003845526	NORTHERN AIR CARGO	3900 W. INT'L AIRPORT ROAD	ANCHORAGE	AK	99502
AKD980665061	NANA LYNDEN LOGISTICS	6441 SOUTH AIRPORT PLACE, P.O. BOX 1230	ANCHORAGE	AK	99502
AKD981767403	ALASKA RAILROAD CORPORATION	327 WEST SHIP CREEK AVENUE	ANCHORAGE	AK	99501
AKD983066390	TECK ALASKA INC (9056-9056)(RE	RED DOG MINE	KOTZEBUE	AK	99752-0000
AKD983075557	EVERTS AIR CARGO	P.O. Box 60908	Fairbanks	AK	99706
AKR000004184	EMERALD ALASKA			AK	99501
AKR000005611	Carlile Transportation Systems Inc	1800 East 1st Avenue	Anchorage	AK	99501
AKR000005611	CARLILE TRANSPORTATION SYSTEMS, INC.	1800 E 1ST AVE	ANCHORAGE	AK	99501
AKR000200105	ALASKA MARINE TRUCKING LLC	100 MOUNT ROBERTS ST	JUNEAU	AK	99801
AKR000200295	Alaska Central Express, Inc.	5901 Lockheed Ave.	Anchorage	AK	99502
ALD067138891	Robbie D Wood Incorporated	1051 Old Warrior River Road	Dolomite	AL	35061
ALD981020894	CLEAN EARTH OF ALABAMA	402 WEBSTER CHAPEL ROAD	GLENCOE	AL	35905
ALR000007237	ACTION RESOURCES INC	14935 ALABAMA HWY 91	HANCEVILLE	AL	35077
ALR000007237	Action Resources Incorporated	40 County Road 517	Hanceville	AL	35077
ALR000007237	ACTION RESOURCES, INC.	40 COUNTY ROAD 517	HANCEVILLE	AL	35077
ARD069748192	CLEAN HARBORS EL DORADO , LLC	309 American Circle	EL DORADO	AR	71730
ARD069748192	TERIS LLC	309 AMERICAN CIRCLE	EL DORADO	AR	71730
AZR000003681	Thermo Fluids, Inc	4301 W Jefferson Street	Phoenix	AZ	85043
AZR000516211	SALT RIVER EXTRACTION TRANSPORTATION	3230 E. BROADWAY	PHEONIX	AZ	85040
AZT050010008	CHEMICAL TRANSPORTATION INC	11105 N CASA GRANDE HWY	RILLITO	AZ	85654
CAD006912620	Matson Navigation Company	P. O. BOX 7452	SAN FRANCISCO	CA	94120

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
CAD008488025	PHIBRO TECH, INC.	8851 Dice Road	SANTA FE SPRINGS	CA	90670
CAD082699562	NRC Environmental Services	20500 Richmond Beach Dr.	Seattle	WA	98177
CAD980891352	STERICYCLE, INC. - VERNON	2775 E 26TH ST	VERNON	CA	90058
CAD981692809	DILLARD ENVIRONMENTAL INC.	3291 BYER RD	BYRON	CA	94514
CAD982463994	CHEMICAL TRANSFER COMPANY INC	3105 S El Dorado Ave #B	Stockton	CA	95206
CAD982523433	DILLARD ENVIRONMENTAL SERVICES	3120 CAMINO DIABLO	BYRON	CA	94514
CAD983609678	Black Gold Indsutries	527 North Rice Avenue	BYRON	CA	94514
CAD983609678	BLACK GOLD TRANSPORT	527 N. RICE AVENUE	Oxnard	CA	93030
CAD983620402	Advanced Cleanup Technologies	20928 LAMBERTON AVENUE	OXNARD	CA	93030
CAR000030114	NRC ENVIRONMENTAL	1605 FERRY PT	CARSON	CA	90810
CAR000030114	NRC ENVIRONMENTAL SERVICES, INC.	1605 FERRY POINT	ALAMEDA	CA	94501
CAR000070540	Advanced Chemical Transport	600 Iowa St	ALAMEDA	CA	94501
CAR000070540	ADVANCED CHEMICAL TRANSPORT INC	1210 ELKO DRIVE	ALAMEDA	CA	94501
CAR000157511	Mesa Environmental	1444 East Burnett Street	ALAMEDA	CA	94501
CAR000179747	Ingenium	2255 Barham Driver	Redlands	CA	92373
CAR000179747	INGENIUM GROUP LLC	2255 BARHAM DR STE A	SUNNYVALE	CA	94089
CAT000624247	M.P. Environmental Services	3400 Manor St	SUNNYVALE	CA	94089
CAT000624247	MP Environmental Services Inc.	3400 Manor Street	Signal Hill	CA	90755
CAT983466509	MP ENVIRONMENTAL SVCS INC-PHX	3045 S 51ST AVE, Suite A	Escondido	CA	92029
FCCANADA0101	Clean Harbors Canada, Inc.	7842 Progress Way	ESCONDIDO	CA	92029
FL0000702985	STERICYCLE SPECIALTY WASTE SOLUTIONS INC	8505 NW 74TH STREET	Bakersfield	CA	93308
FLR000006353	STERICYCLE SPECIALTY WASTE SOLUTIONS,INC	314-B LANDSTREET ROAD	Bakersfield	CA	93308
FLR000012823	NRC	901 McClosky Blvd	PHOENIX	AZ	85043-6204
HI6170024719	PACIFIC MISSILE RANGE FACILITY	B/412 ORDANCE SHOP	Delta	BC	V4G 1A4
HI8690390036	USCG BASE HONOLULU VESSEL	400 SAND ISLAND PARKWAY	MIAMI	FL	33166-2327
HID006927123	PACIFIC SHIPYARDS INTERNATIONAL	PIER 24/25 HONOLULU HARBOR	ORLANDO	FL	32824
HID982040578	Pacific Commercial Services LLC	91-254 Olai Street	Tampa	FL	33605

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
HID982040578	PACIFIC COMMERICAL SERVICES, LLC	5 SAND ISLAND ACCESS ROAD	KEKAHA	HI	96252
HID984467530	Pacific Environ. PENCO	65 N Nimitz Hwy Pier 14 PENCO	HONOLULU	HI	96819
HID984467712	MARISCO LTD	91-607 MALAKOLE ROAD	HONOLULU	HI	96817
HIR000046029	CONEN'S FREIGHT TRANSPORT INC	60 KUHIO ST.	Kapolei	HI	96707
HIR000050336	Cameron Chemical Corp.	94-110A Leokane Street	HONOLULU	HI	96819
HIR000060046	YOUNG BROTHERS	1331 N NIMITZ HIGHWAY	Honolulu	HI	96817
HIR000137935	ENVIROSERVICES & TRAINING CTR	560 N NIMITZ HIGHWAY	KAPOLEI	HI	96707
HIR000141663	AKW ENVIRONMENTAL, LLC.	190 KUAWA ST.	HILO	HI	96720
HIR000144212	SOH/DOH/KALAUPAPA SETTLEMENT	P.O BOX 4444	Waipahu	HI	96797
HIR000145060	CAMERON CHEMICAL CORP MAUI	120 KANE ST.	HONOLULU	HI	96817
HIT000139634	HONOLULU FREIGHT SERVICES	933A N NIMITZ HWY	HONOLULU	HI	96817
HIT000140756	OASIS ENVIRONMENTAL GROUP, LLC	96-1333C WAIHONA ST.	HILO	HI	96720
HIT000143735	TRI ISLE, INC	830 EHA ST.	KALAUPAPA	HI	96742
HIT000144147	PINERIDGE FARMS	611 MIDDLE ST, BUILDING 1	KAHULUI	HI	96732
HIT000145961	ISLAND FREIGHT SERVICES	875 ALUA ST.	HONOLULU	HI	96817
IDD073114654	US ECOLOGY IDAHO INC SITE B	20400 LEMLEY ROAD	PEARL CITY	HI	96782
IDR000000406	US ECOLOGY IDAHO INC RTF	SIMCO RD	WAILUKU	HI	96793
IDR000205625	Steve Forler Trucking	1843 Broadway AVE Ste. 203B	HONOLULU	HI	96819-2330
IDR000205625	Steve Forler Trucking	21075 NW Empire Dr	WAILUKU	HI	96793
IDR000205625	Steve Forler Trucking Co.	PO Box 1479	GRAND VIEW	ID	83624
IDR000205625	Steve Forler Trucking, Inc.	21075 NW Enprise Dr, 12 MI W OF MTN HOME	MOUNTAIN HOME	ID	83647
ILR000130062	HERITAGE CRYSTAL CLEAN LLC	2250 POINT BLVD STE 250	Boise	ID	83706
IND058484114	HERITAGE TRANSPORT LLC	1626 RESEARCH WAY	Mountain Home	ID	83647
IND058484114	HERITAGE TRANSPORT,LLC	7901 WEST MORRIS STREET	Mountain Home	ID	83647
KS0000336891	SAVANNAH TRANSP INC	4425 NW HWY 24	Mountain Home	ID	83647
KS0000336891	Savannah Transport Inc.	4490 NW 17th St	Mountain Home	ID	83647
KSD031209851	SKOL RAILROAD	123 N DEPOT ST	Mountain Home	ID	83647

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
MA5000000034	CLEAN HARBORS KINGSTON FACILITY CORP	100 JOSEPH ST	Mountain Home	ID	83647
MAD039322250	CLEAN HARBORS ENV SERVICES INC	42 LONGWATER DR	Mountain Home	ID	83647
MAD039322250	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	100 JOSEPH ST	Mountain Home	ID	83647
MAD039322250	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	150 WASHINGTON ST	Mountain Home	ID	83647
MAD039322250	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	42 Longwater Drive	Mountain Home	ID	83647
MAD039322250	Clean Harbors Environmental Services, In	42 Longwater Drive	Mountain Home	ID	83647
MAD039322250	Clean Harbors, Inc.	42 Longwater Drive	Mountain Home	ID	83647
MIK435642742	EQ INDUSTRIAL SERVICES	17440 COLLEGE PARKWAY	Mountain Home	ID	83647
MIK435642742	EQ INDUSTRIAL SERVICES	17440 College Parkway, Ste 300	Mountain Home	ID	83647
MIK435642742	EQ INDUSTRIAL SERVICES	17440 College Pkwy	Orting	WA	98360
MIK435642742	EQ INDUSTRIAL SERVICES	6500 Georgia Street	Boise	ID	83716
MIK435642742	EQ OKLAHOMA	17440 College Parkway	ELGIN	IL	60123
MIK455642742	EQ INDUSTRIAL SERVICES	5001 UNDERWOOD ROAD	INDIANAPOLIS	IN	46231
MND044176113	PIONEER TANK LINES, INC.	12501 HUDSON RD S	INDIANAPOLIS	IN	46231
MND048341788	BNSF Railway Co - St Paul	176 5th St E Ste 110	TOPEKA	KS	66618
MND048341788	Burlington Northern Santa Fe	2500 Lou Menk Drive	TOPEKA	KS	66618
MNS000110924	Clean Earth Specialty Waste Solution	2850 100th Court NE	Topeka	KS	66618
MNS000110924	Clean Earth Specialty Waste Solutions	1701 E. Alexander Avenue	CHERRYVALE	KS	67335
MNS000110924	CLEAN EARTH SPECIALTY WASTE SOLUTIONS	2850 100th Ct NE	KINGSTON	MA	2364
MNS000110924	Stericycle Specialty Waste Solutions	2850 100th CT NE	NORWELL	MA	2061
MNS000110924	STERICYCLE SPECIALTY WASTE SOLUTIONS INC	2850 100TH CT NE	KINGSTON	MA	2364
MNS000110924	Stericycle Specialty Waste Solutions, In	2850 100th Court NE	KINGSTON	MA	2364
MNS000110924	SWDI LOGISTICS LLC	2850 100TH CT NE	KINGSTON	MA	2364
MOD095038998	BED ROCK INC DBA TRI STATE MOTOR	8141 E 7TH ST	KINGSTON	MA	2364
MOD095038998	Tri State Motor Transit	8141 East 7th Street	KINGSTON	MA	2364
MOD095038998	TRI-STATE MOTOR TRANSIT CO	8141 E 7TH ST	KINGSTON	MA	2364

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
MOD095038998	TRI-STATE MOTOR TRANSIT, CO	8141 EAST 7TH STREET	KINGSTON	MA	2364
MOD981123391	WASTE EXPRESS	6300 STADIUM DRIVE	KINGSTON	MA	2364
MOD981728504	ENVIRONMENTAL WORKS, INC.	1455 EAST CHESTNUT EXPRESSWAY	KINGSTON	MA	2364
MOR000501973	R & R TRUCKING INC	302 THUNDER ROAD	KINGSTON	MA	2364
NED001792910	Union Pacific Railroad	1416 Dodge Street BBMC	KINGSTON	MA	2364
NED001792910	UNION PACIFIC RAILROAD CO.	1416 DODGE STREET	KINGSTON	MA	2364
NED001792910	UNION PACIFIC RAILROAD COMPANY	1400 DOUGLAS STREET	KINGSTON	MA	2364
NED981723513	CLEAN HARBORS - ENVIRONMENTAL SERVICES	2247 SOUTH HIGHWAY 71	KINGSTON	MA	2364
NED981723513	CLEAN HARBORS ENV SERVICES INC	2247 S Highway 71	KINGSTON	MA	2364
NED981723513	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	2247 S HWY 71	KINGSTON	MA	2364
NED981723513	Clean Harbors Environmental Services,inc	2247 South Highway 71	KINGSTON	MA	2364
NJD080631369	ONYX ENVIRONMENTAL SERVICE LLC	3 GOLD MINE ROAD	KINGSTON	MA	2364
NJD080631369	VEOLIA ES TECHNICAL SOLUTIONS	1 EDEN LANE	KINGSTON	MA	2364
NJD080631369	VEOLIA ES TECHNICAL SOLUTIONS	1 EDEN LN	KINGSTON	MA	2364
NJD080631369	VEOLIA ES TECHNICAL SOLUTIONS	9131 EAST 96TH AVE	KINGSTON	MA	2364
NJD080631369	Veolia ES Technical Solutions LLC	1 Eden Lane	KINGSTON	MA	2364
NJD080631369	VEOLIA ES TECHNICAL SOLUTIONS LLC	1 EDEN LN	KINGSTON	MA	2364
NJD080631369	Veolia ES Technical Solutions, LLC	53 State Street	KINGSTON	MA	2364
NVD980895338	21ST CENTURY ENVIRONMENTAL	2095 Newlands Drive East	KINGSTON	MA	2364
NVT330010000	US ECOLOGY NEVADA, INC.	Hwy 95, 11 Miles S. Of Beatty	BRAINTREE	MA	2184
OHD048415665	ROSS INCINERATION SERVICES INC	36790 Giles Road	BRAINTREE	MA	2184
OHD980614374	ROSS TRANSPORTATION SERVICES, INC	36790 GILES ROAD TRANSPORTER	Norwell	MA	2061
OKD982289035	KIAMICHI RAILROAD	PO Box 786	Norwell	MA	2061
OKR000031492	Basin Transporation	1971 N George Nigh Expressway	Norwell	MA	02061-9149
OKR000031492	Basin Transportation	130 Express Ln	LIVONIA	MI	48152
OKR000031492	BASIN TRANSPORTATION	1917 N GEORGE NIGH EXPRESS	Livonia	MI	48152
OKR000031492	Basin Transportation LLC	130 Express Lane	Livonia	MI	48152

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
OKR000031492	BASIN TRANSPORTATION LLC	130 EXPRESS LN	Livonia	MI	48152
ORD080452353	Chemical Waste Management of the N.W	17629 Cedar Springs Lane	Livonia	MI	48152
ORD089452353	Chemical Waste Management	17629 Cedar Springs Lane, Ste 300	Livonia	MI	48152
ORD089452353	CHEMICAL WASTE MANAGEMENT OF T	17629 Cedar Springs Lane, Ste 300	Livonia	MI	48152
ORD089452353	CHEMICAL WASTE MANAGEMENT OF T	17629 CEDAR SPRINGS LN	Livonia	MI	48152
ORD089452353	CHEMICAL WASTE MANAGEMENT OF THE NW	17629 CEDAR SPRINGS LANE, Ste 300	Livonia	MI	48152
ORD987173457	COLUMBIA RIDGE LANDFILL	18177 CEDAR SPRINGS RD., Ste 300	Livonia	MI	48152
ORD987173457	COLUMBIA RIDGE LDFL & RECYCLIN	18177 CEDAR SPRING LN, Ste 300	Livonia	MI	48152
ORQ000015735	NWFF ENVIRONMENTAL	106 S 11TH STREET	Detroit	MI	48211
ORQ000018200	CLEARWATER ENVIRONMENTAL SERVI	30240 SW PARKWAY AVE STE 3	Livonia	MI	48152
ORQ000018200	CLEARWATER ENVIRONMENTAL SERVICES	30240 SW PARKWAY AVE STE 3	PASADENA	TX	77507
ORQ000023150	Waste Xpress	11618 N. Lombard Ave	AFTON	MN	55001-9751
ORQ000023150	WASTEXPRESS	11618 N LOMBARD	St Paul	MN	55101
ORQ000023150	WASTEXPRESS	11618 N LOMBARD ST	Fort Worth	TX	76131
ORQ000032743	Environmental Compliance Consultants	6215 NW St Helens Rd	Blaine	MN	55449
PAD982661381	REPUBLIC ENV SYS (TRANS GROUP) LLC	21 CHURCH ROAD	Tacoma	WA	98421
PAR000521740	AMERICAN TRANSPORTATION SOLUTIONS, LLC	310 seven fields boulevard su0	Blaine	MN	55449
TXD000747402	Safety Kleen Inc	5243 Sinclair Road	Blaine	MN	55449
TXD000838896	VEOLIA ES TECHNICAL SOLUTIONS	Highway 73, 3.5 Miles West of	BLAINE	MN	55449
TXD069452340	US ECOLOGY TEXAS	3277 County Road 69	BLAINE	MN	55449
TXD981153364	Port Terminal Railroad Assoc	7298 Clinton Dr	BLAINE	MN	55449
TXD981153364	PORT TERMINAL RAILROAD ASSOCIATION	7298 CLINTON DR	BLAINE	MN	55449
TXD982290140	CLEAN HARBORS - LA PORTE LLC	500 INDEPENDENCE PARKWAY	BLAINE	MN	55449
TXR000048504	CERTIFIED RECYCLING	1147 VZ COUNTRY ROAD 3702	BLAINE	MN	55449
TXR000081205	Safety-Kleen Systems, Inc	2600 North Central Expressway	BLAINE	MN	55449
TXR000081205	Safety-Kleen Systems, Inc.	1722 Cooper Creek Road	BLAINE	MN	55449
TXR000081205	Safety-Kleen Systems, Inc.	2600 North Central Expressway	BLAINE	MN	55449

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
UTD981552177	CLEAN HARBORS - ARAGONITE LLC	11600 N APTUS ROAD EXIT 56	BLAINE	MN	55449
UTD981552177	CLEAN HARBORS ARAGONITE LLC	11600 NORTH APTUS ROAD	Blaine	MN	55449
UTD981552177	CLEAN HARBORS ARAGONITE, LLC	11600 N Aptus Road	BLAINE	MN	55449
UTD991301748	CLEAN HARBORS - GRASSY MOUNTAIN	EXIT 41 OFF OF 1-80 3 MILES E 7 MILES N	Blaine	MN	55449
UTR000010306	H2O Environmental Inc	170 West 3440 South	Blaine	MN	55449
WA7890008967	US DEPT ENERGY - WTP-200 AREA	2355 STEVENS DRIVE P.O.BOX 550	BLAINE	MN	55449
WAD002788347	Oak Harbor Freight	1225 37th Street NW	Blaine	MN	55449
WAD009492877	EMERALD SERVICES	6851 E MARGINAL WAY S	BLAINE	MN	55449
WAD009492877	EMERALD SERVICES INC	6851 E MARGINAL WAY S	BLAINE	MN	55449
WAD009492877	EMERALD SERVICES INC E MARGINAL WAY	6851 E MARGINAL WAY S	BLAINE	MN	55449
WAD009492877	Emerald Services, Inc.	6851 E. Marginal Way South	BLAINE	MN	55449
WAD009492877	Shultz Distributing Inc Marginal Way	6851 E MARGINAL WAY S	BLAINE	MN	55449
WAD020257945	BURLINGTON ENVIRONMENTAL LLC - TACOMA	1701 EAST ALEXANDER AVE	BLAINE	MN	55449
WAD020257945	Burlington Environmental LLC Tacoma	1701 E ALEXANDER AVE	BLAINE	MN	55449
WAD058364647	Emerald Services	7343 E. MARGINAL WAY S.	BLAINE	MN	55449
WAD058367152	EMERALD SERVICES - AIRPORT WAY	1500 AIR PORT WAY SOUTH	BLAINE	MN	55449
WAD058367152	Emerald Services Inc Airport Way	1500 Airport Way S	BLAINE	MN	55449
WAD070397955	TOTE Maritime Alaska	PO Box 24908	BLAINE	MN	55449
WAD070397955	TOTEM OCEAN TRAILER EXPRESS IN	500 EAST ALEXANDER AVE	BLAINE	MN	55449
WAD092300250	BEI WASHOUGAL PLANT	625 S 32ND ST	BLAINE	MN	55449
WAD980974521	Marine Vacuum Service	1516 south Graham Street	BLAINE	MN	55449
WAD980976906	HALLMARK REFINING CORP	1016 DALE LANE	BLAINE	MN	55449
WAD980981849	SAMSON TUG & BARGE	7400 8th Avenue South	BLAINE	MN	55449
WAD980982532	Environmental Transport, Inc.	54 South Dawson	BLAINE	MN	55449
WAD981769110	EMERALD SERVICES	1825 ALEXANDER AVE	BLAINE	MN	55449
WAD981769110	Emerald Services Inc Alexander Ave	1825 ALEXANDER AVE	BLAINE	MN	55449
WAD981772957	ART BRASS PLATING	5516 3RD AVE SOUTH	BLAINE	MN	55449

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
WAD988467080	Tacoma Municipal Belt Line Railway	8934 Manchester Street	JOPLIN	MO	64801
WAD988507430	TEK-LINE CONSTRUCTION	754 S CHICAGO ST PO BOX 68888	JOPLIN	MO	64801
WAD991281767	BURLINGTON ENVIRONMENTAL, LLC.	20245 77th Avenue South	JOPLIN	MO	64801
WAD991281809	ALASKA MARINE LINES	5615 W. MARGINAL WAY	JOPLIN	MO	64801
WAD991281809	Alaska Marine Lines	5615 West Marginal Way SW	JOPLIN	MO	64801
WAH000002261	TRUCK RAIL HANDLING, INC.	457 EAST 18TH STREET	JOPLIN	MO	64801
WAH000008292	GUARDIAN INDUSTRIAL SERVICES	1813 99TH St E	JOPLIN	MO	64801
WAH000011486	Jore Marine Services	6700 West Marginal Way SW	JOPLIN	MO	64801
WAH000011486	NORTHLAND SERVICES, INC.	6700 WEST MARGINAL WAY SW	JOPLIN	MO	64801
WAH000012781	TRUCK RAIL HANDLING INC	457 E 18TH STREET	JOPLIN	MO	64801
WAH000014944	CCS	60 INTERNATIONAL WAY	JOPLIN	MO	64801
WAH000014944	COWLITZ CLEAN SWEEP INC (CCS)	340 OREGON WAY	JOPLIN	MO	64801
WAH000015750	BRUSCO TUG AND BARGE	548 14TH AVE	JOPLIN	MO	64801
WAH000018747	Carlile Transportation System Inc	2301 Taylor Way	JOPLIN	MO	64801
WAH000018747	CARLILE TRANSPORTATION SYSTEMS INC.	35225 Enchanted Pkwy. S	JOPLIN	MO	64801
WAH000022628	Jammie's Environmental, Inc.	PO BOX 1120	JOPLIN	MO	64801
WAH000022628	JAMMIES ENV.	128 INDUSTRIAL WAY	JOPLIN	MO	64801
WAH000026371	ECOLIGHTS NORTHWEST	1915 South Corgiat Drive	Joplin	MO	64802
WAH000028338	R Transport Inc	300 Washington Way	JOPLIN	MO	64801
WAH000029517	Ingenium Group LLC Transfer Facility	8206 S 192nd St	JOPLIN	MO	64801
WAH000039211	NORTHERN ENVIRONMENTAL	7517 PORTLAND AVE E	KANSAS CITY	MO	64129
WAH000039211	Northern Environmental LLC	1128 Lenore Dr	SPRINGFIELD	MO	65802
WAH000039267	Veolia ES Technical Solutions LLC	22429 76th Ave S Transfer Facility	DUENWEG	MO	64841
WAH000042987	EMERALD SERVICES	1825 E ALEXANDER AVE	Omaha	NE	68179
WAH000047217	DH ENVIRONMENTAL	1011 SW KLUCKITAT WAY STE 210	OMAHA	NE	68179
WAH000047217	DH Environmental Inc Seattle	1011 SW Klickitat Way Ste 210	OMAHA	NE	68179
WAH000048438	Wyman Transport, Inc	3717 E Everett Ave	OMAHA	NE	68179

Offsite Handler Id	Offsite Name	Address 1	City	State	Zip
WAH000055713	Graymar Environmental Services	601 S Pioneer Way	OMAHA	NE	68179
WAH000055713	Graymar Environmental Services Inc	1329 E Wheeler Rd	OMAHA	NE	68179
WAH000056160	TOTAL RECLAIM	7021 SOUTH 220TH STREET	KIMBALL	NE	69145
WAR000001263	Steve Forler Trucking Inc	1843 Broadway Ave Suite 103	KIMBALL	NE	69145
WAR000001263	Steve Forler Trucking Inc	19827 150TH AVE E	KIMBALL	NE	69145
WAR000001743	BURLINGTON ENVIRONMENTAL INC DBA PHILIP	1629 E ALEXANDER AVE UPPER LEV	KIMBALL	NE	69145
WAR000001743	Burlington Environmental LLC Tacoma Tran	1629 E Alexander Ave Upper Level	Kimball	NE	69145
WAR000011122	CERTIFIED CLEANING SERVICES	2103 EAST 112th Street	FLANDERS	NJ	7836
WIR000000356	WM MERCURY WASTE, INC.	21211 Durand Avenue	FLANDERS	NJ	7836

This list includes facilities that may process, transport, transfer, or store used oil or dangerous waste. Some are commercially permitted. The table below includes the facility's name, link to their website, type of dangerous waste they handle, and their facility ID number with a link to [EPA's ECHO](#) (Enforcement and Compliance History Online) database.

Region	Facility name (link to website)	Facility type	City	Facility ID (link to ECHO)
NW	Thermo Fluids - Sumner	Used oil processor	Sumner	WAD988475323
SW	Emerald Services, Inc.	Commercial permitted dangerous waste storage and treatment; used oil re-refinery	Tacoma	WAD981769110
SW	Petroleum Reclaiming Services	Used oil processor	Tacoma	WAD980511729
SW	Clean Earth - Tacoma	Commercial permitted dangerous waste storage and treatment	Tacoma	WAD020257945

Name	Address	City	Zip
City of Tacoma Recycling Center	3510 S Mullen ST	Tacoma	98409
Hidden Valley Transfer Station	17925 Meridian E	Puyallup	98375
Purdy Transfer Station	14515 54th Ave NW	Gig Harbor	98332
Pierce County Airport (Thun Field)	16715 Meridian S	Puyallup	98375
D & D Automotive	2718 Pacific Ave	Tacoma	98402
Napa Auto Parts	9433 Pacific Ave	Tacoma	98444
Pet Boys Auto Supply	12228 Meridian E	Puyallup	98373
Auto Zone	3801 6th Ave	Tacoma	98406
Auto Zone	1217 S 38th ST	Tacoma	98418
Auto Zone	5622 S Tacoma Way	Tacoma	98409
Auto Zone	2620 Bridgeport Way W	University Place	98466
Auto Zone	7001 Pacific Ave	Tacoma	98408
Auto Zone	9522 Bridgeport Way	Lakewood	98499
Auto Zone	5216 Point Fosdick Dr	Gig Harbor	98335
Auto Zone	11202 Pacific Ave	Tacoma	98444
Auto Zone	413 Meridian Ave E	Edgewood	98371
Auto Zone	623 River Road	Puyallup	98371
Auto Zone	8308 Berkeley Ave SW	Lakewood	98498
Auto Zone	126 173rd ST S	Spanaway	98387
Auto Zone	17716 Canyon RD E	Puyallup	98375
Auto Zone	14123 Meridian E	Puyallup	98373
Auto Zone	22119 S Meridian E	Graham	98338
Auto Zone	21513 SR 410 E	Bonney Lake	98391
O'Reilly Auto Parts	3026 S 38th ST	Tacoma	98409
O'Reilly Auto Parts	6110 6th Ave	Tacoma	98406
O'Reilly Auto Parts	2901 6th Ave	Tacoma	98406
O'Reilly Auto Parts	5605 Pacific AVE	Tacoma	98408
O'Reilly Auto Parts	8404 Steilacoom BLVD	Lakewood	98498
O'Reilly Auto Parts	7214 Portland Ave	Tacoma	98404
O'Reilly Auto Parts	10915 Bridgeport Way SW	Tacoma	98499
O'Reilly Auto Parts	10901 Pacific Highway SW	Lakewood	98499
O'Reilly Auto Parts	9910 Pacific Ave S	Tacoma	98444
O'Reilly Auto Parts	4928 Point Fosdick DR	Gig Harbor	98335
O'Reilly Auto Parts	5306 Pacific Highway E	Fife	98424

Name	Address	City	Zip
O'Reilly Auto Parts	14926 Pacific Ave S	Tacoma	98444
O'Reilly Auto Parts	11012 Canyon Road E	Puyallup	98373
O'Reilly Auto Parts	505 Meridian Ave E	Edgewood	98371
O'Reilly Auto Parts	1412 East Main St	Puyallup	98372
O'Reilly Auto Parts	12310 E Meridian	Puyallup	98373
O'Reilly Auto Parts	16222 Meridian Ave E	Puyallup	98375
O'Reilly Auto Parts	22013 Mountain Hwy	Spanaway	98387
O'Reilly Auto Parts	6611 166th Ave E	Sumner	98390
O'Reilly Auto Parts	9727 214 Ave E	Bonney Lake	98391
O'Reilly Auto Parts	215 Whitesell St NW	Orting	98360
O'Reilly Auto Parts	22024 Meridan Ave E	Graham	98338

Infectious or Biomedical Waste

Medical waste consists of both infectious and noninfectious wastes generated by hospitals; laboratories; medical, dental, and veterinary clinics. Residential users of syringes and home health care also generate medical waste. Non-infectious medical waste requires no special treatment and are part of the regular municipal solid waste stream. Approximately 5-15 percent of the medical waste stream, from clinical settings, is considered infectious.

Infectious or biomedical wastes contain pathogens or other biologically active materials in enough concentration that exposure to the waste creates a significant risk of disease to humans. Infectious wastes include cultures; laboratory waste; needles and other sharps; human and animal blood, tissue, and body parts. These wastes require special handling and disposal practices to protect the health and safety of both medical and solid waste disposal personnel.

Infectious waste may include combination wastes where multiple hazards are present (toxic, radioactive, or other hazardous chemicals). These wastes are segregated from the general infectious waste stream when additional or alternative treatment is required. An example of a combination waste includes comingled state-only dangerous waste pharmaceuticals and medical sharps. This waste is managed by incineration only.

Regulation

Infectious or biomedical wastes are regulated under local, state and federal authority.

In 1989, the Tacoma-Pierce County Health Department (Health Department) first passed rules regulating infectious wastes that are generated, stored, transported or treated in Pierce County. This rule was subsequently adopted within Pierce County and City of Tacoma Municipal Codes. The infectious waste regulation is administered and enforced under the authority of Chapter 70.05 of the Revised Code of Washington. Most recently updated in 2019, Environmental Health Code Chapter 6- Infectious Waste (2019-4601), establishes the following:

- Provides broad powers of regulation to Tacoma-Pierce County Health Department and its appointed health officer, relating to infectious waste management.
- Designates infectious wastes that are potentially dangerous to public health and environment;
- Provides rules to establish infectious waste management plans;
- Establishes operational and monitoring requirements for infectious waste generators, transporters, storage and treatment facilities.

- Administration of a permit program for infectious waste generators, transporters and storage and treatment facilities.
- Provide surveillance and monitoring of infectious wastes until wastes are rendered non-infectious and properly disposed.

Other authorities that oversee infectious or biomedical waste include:

- State of Washington's RCW 70A.228 establishes a uniform statewide definition for medical waste. The Washington Utilities and Transportation Commission (WUTC) regulates the hauling of medical wastes under RCW 81.77 authority. Rules relating to the safe transportation of biohazardous or biomedical waste are found in WAC 480-70. The United States Department of Transportation also regulates the transportation of regulated medical waste over the highways in jurisdictions that fall beyond the WUTC in Title 49, Code of Federal Regulation, Parts 170-189. Incinerator burn requirements are found in RCW 70.95D and RCW 70.95.710.

Permit and Inspection

Tacoma-Pierce County Health Department currently permits and inspects hospitals, medical and dental clinics, laboratories and other health care facilities. There are an estimated 1,200 facilities in the Pierce County that have the potential to contribute to the biomedical waste stream. Approximately 900 facilities are permitted based on quantity and types of infectious wastes generated. These facilities are inspected by the Health Department every two years. It is estimated that over 990 tons of infectious wastes are generated annually in Pierce County (2019).

Treatment and Disposal

Approved treatment methods for infectious waste include incineration, autoclave, chemical treatment or encasement. Generating facility may treat wastes onsite through one of these approved methods. More often, a certificated hauler will transport infectious waste to an offsite treatment facility. Currently, no commercial treatment facilities are operation within Pierce County. Once biomedical waste has been treated, it is no longer considered "infectious" and may be disposed of within the municipal solid waste stream. Any alternative treatment method for infectious waste must be first approved by Health Department. Alternative treatment methods include, but are not limited to, chemical disinfection, thermal inactivation, gas/vapor sterilization and irradiation.

Residential Sharps

Generators of residential sharps are currently required to containerize sharps prior to disposal. Tacoma-Pierce County Health Department has developed educational materials

describing proper collection and disposal practices for residential generators. In addition, the Health Department has developed sharps response kits to assist the public in the collection and management of found sharps. Drop off locations for residential sharps are found at city and county solid waste transfer stations. Public education is provided through public facing websites, distribution of materials to medical clinics, informational fairs/festivals and a public call line. In 2020, extended producer responsibility legislation was proposed to create a Washington State sharps waste stewardship program. Similar regulations have been established in California and in other jurisdictions.

MSW Tonnage - Maximum Need with No Action

Year	Population	Tonnage
2021	902,714	762,016
2022	913,998	751,362
2023	925,423	761,506
2024	936,991	771,786
2025	948,703	782,205
2026	960,562	792,765
2027	972,569	803,467
2028	984,726	814,314
2029	997,035	825,307
2030	1,009,498	836,449
2031	1,022,117	847,741
2032	1,034,894	859,186
2033	1,047,830	870,785
2034	1,060,928	882,540
2035	1,074,189	894,455
2036	1,087,617	906,530
2037	1,101,212	918,768
2038	1,114,977	931,171
2039	1,128,914	943,742
2040	1,143,026	956,482
Total Tonnage:		16,747,819

For the purposes of projecting long-term capacity needs for MSW¹, Pierce County maintains a 20-year forecast for the entire County, including the Tacoma and JBLM waste management systems. It is reviewed each year as part of the Landfill Capacity Analysis and checked against official population increases and actual disposed MSW and non-MSW tonnages.

Population forecasting is based on actual population for the current year of 2021 and increased at a rate of 1.25% per year. The population estimates represent long-term trends but do not include projections of short-term or seasonal patterns.

This chart is the No Action Scenario representing tonnage disposal needs if the three solid waste systems fail to reduce the amount of waste generated. This projection uses a blended rate of disposal per capita based on the system, a trend that is higher for JBLM. This approach ensures that sufficient capacity is planned for in case population grows faster than expected or the disposal rate increases.

This scenario shows that the LRI landfill in Pierce County would fill up by 2030. As shown in the next appendix, the landfill could remain open for a short while longer if some of the non-MSW waste going to the landfill was reduced. There would still be a need to plan for more capacity or to move to long hauling the extra MSW to a larger regional landfill located in central Oregon.

¹ These projections are solely for contracted municipal solid waste (MSW). A substantial amount of non-MSW waste, such as contaminated soils, is also disposed at the LRI Landfill.

MSW Tonnage – Mix of Current
Diversion &
Long-Haul

Year	Population	Tonnage
2021	902,714	762,016
2022	913,998	762,016
2023	925,423	652,016
2024	936,991	652,016
2025	948,703	652,016
2026	960,562	652,016
2027	972,569	652,016
2028	984,726	652,016
2029	997,035	652,016
2030	1,009,498	652,016
2031	1,022,117	652,016
2032	1,034,894	652,016
2033	1,047,830	652,016
2034	1,060,928	652,016
2035	1,074,189	652,016
2036	1,087,617	652,016
2037	1,101,212	652,016
2038	1,114,977	652,016
2039	1,128,914	652,016
2040	1,143,026	652,016
Total Tonnage:		13,260,320

This chart uses the same population forecasts as the first chart, but this projection uses a constant rate of disposal per capita across the three systems, a trend that had remained steady for Pierce County for approximately 4 years prior to COVID-19.

This scenario also calls for a cap on the amount of material from each system going to the landfill each year. The excess would then be long hauled by rail starting as early as 2023 to help lengthen the life of the landfill in Pierce County by as many as 6 years over that of the first chart.

This also takes into consideration a reduction in some of the non-MSW waste at the landfill to help keep it open until 2036, as is in the 2008 Pierce County – LRI Waste Handling Agreement.

MSW Tonnage - Increased
Reduction & Long-Haul

Year	Population	Tonnage
2021	902,714	762,016
2022	913,998	723,915
2023	925,423	687,719
2024	936,991	653,333
2025	948,703	620,667
2026	960,562	589,633
2027	972,569	560,152
2028	984,726	532,144
2029	997,035	505,537
2030	1,009,498	480,260
2031	1,022,117	456,247
2032	1,034,894	433,435
2033	1,047,830	411,763
2034	1,060,928	391,175
2035	1,074,189	371,616
2036	1,087,617	353,035
2037	1,101,212	335,384
2038	1,114,977	318,614
2039	1,128,914	302,684
2040	1,143,026	287,549
Total Tonnage:		9,776,880

This scenario is the best approach to keeping the landfill open as long as possible. This blends the objectives and actions of the plan to reduce greenhouse gases, food waste, Commercial & Demolition (C&D) waste by half and pursue product stewardship and extended producer responsibility opportunities in combination with long hauling as much non-MSW waste as is possible.

This projection calls for a 5% annual reduction in the overall waste that is disposed of at the LRI landfill. This would help us meet many state standards that are being implemented as well as reducing our greenhouse gas production.

This chart again follows the same population forecasts as the other charts and could potentially keep the landfill open beyond the agreed upon 2032.

Six-year Capital and Operations Financing

None of the objectives, nor related actions, contained in the 2021 Plan require immediate planning or implementation of new capital projects. The following objectives might, upon further analysis as discussed in the associated actions, call for a need for capital improvements (facility expansions, collection systems, etc.). There are objectives that could call for significant new capital projects further out than 6 years and are also listed in the following table for possible planning purposes.

Objective	Project Description	New Capital Project or Capital Improvement	Implementation	Responsible Party	Funding Source
SI2	Pierce County, the City of Tacoma, and LRI evaluate the need for a new Intermodal facility for long hauling waste in preparation for life after the landfill	Intermodal Facility	2030 or later	Pierce County, City of Tacoma, LRI	Solid Waste Rates for City and County
SI2	Pierce County & LRI will work together to long haul by rail to maximize the life of the landfill	Intermodal Facility	2024 or later	Pierce County, LRI	Solid Waste Tipping Fee
S2	Maximize the amount of GHG captured at all landfills	GHG collection system improvements	2022 or later	Pierce County, LRI	Solid Waste Tipping Fee

Separate from the formal solid waste management planning process, both Pierce County and the City of Tacoma prepare six-year capital improvement plans affecting their agency operations. Rather than repeating those plans within the 2021 Plan, we direct readers to the following websites:

- **Pierce County Capital Plan**
www.piercecountywa.gov/DocumentCenter/View/45110/Capital_Facilities_Plan-2020-2025-Final?bidid= (see page 131)
- **Tacoma Capital Plan**
<https://cms.cityoftacoma.org/finance/budget/2021-2022/CFP/2021-2026%20Final%20CFP.pdf> (see pages 209-214)

Solid Waste Management Fund

In Pierce County, people, businesses and agencies work together to reuse resources and waste little, according to the vision statement in the 2016 Supplement to the Tacoma-Pierce County Solid Waste Management Plan (2016 SWMP) adopted by the Pierce County Council on March 21, 2017. Supporting that vision, the Planning and Public Works Department empowers residents and businesses to reduce wasteful consumption, conserve natural resources, save money, and build a more livable community. The Solid Waste Management Fund finances capital improvements necessary for sustaining the comprehensive solid waste system that serves unincorporated Pierce County and 19 cities and towns. Associated programs include waste reduction and recycling, environmental education, and sustainability.



Current Facility Inventory

Pierce County contracts with private companies to operate five County-owned solid waste facilities, and to gain access and capacity at an additional four facilities. Existing facilities provide sufficient capacity to handle both garbage requiring disposal and organic materials suitable for composting throughout the six years covered by this Capital Facilities Plan (CFP).

Transfer and Disposal

All non-recycled municipal solid waste from the Pierce County waste management system is disposed under contract by Pierce County Recycling, Composting, and Disposal, LLC (d/b/a LRI). The privately-owned/operated LRI Landfill is located southeast of the intersection of 304th Street East and Meridian Avenue East. In 2020, LRI disposed 450,155 tons of waste compared to 420,450 in the previous year. Factoring in population, on a per capita basis, disposal increased from 3.46 to 3.60 pounds per person per day. Tonnage disposed was more than the targeted level of service of 3.33 pounds per person per day.

Composting

LRI operates two facilities for the composting of yard and garden debris: The Pierce County Composting Facility in Purdy and the LRI Compost Factory at Hidden Valley. In 2020, LRI composted 162,330 tons of yard and garden debris, a .5% decrease from the previous year. LRI was closed to yard waste customers for five weeks due to COVID-19, which is the

reason for the decrease. Normal operations during that time would have resulted in a 2% increase over 2019.

Current Facility Capacity - Disposal

Facility	Current Capacity	Location
Anderson Island Residential Drop Box	1,170 tons per year	9607 Steffenson Rd, Anderson Island
Key Center Residential Drop Box	2,925 tons per year	5900 Blk Key Peninsula Hwy N, Lakebay
Prairie Ridge Residential Drop Box	12,285 tons per year	11710 Prairie Ridge Dr. E, South Prairie
Purdy Transfer Station	82,125 tons per year	14515 54th Ave. NW, Gig Harbor

For 2022 to 2027, In-County Disposal Capacity (at the privately-owned landfill) will need to average 777,182 tons per year based on providing disposal for 4.5 pounds of waste per capita per day for all Pierce County residents. This represents a “worst case scenario” and is indicative of the maximum amount of local landfill space that would need to be available to the County during this planning period. If Pierce County residents and businesses – as well as other users of the landfill – disposed of waste at that pace, the LRI Landfill would close in 2030.

Using new and current reduction and recycling programs described in the 2016 SWMP along with long-hauling of a portion of Pierce County and Tacoma solid waste, soils, and special waste, the County’s need for in-county disposal. Capacity will average 635,000 tons per year between 2022 and 2027. The long-term impact of this Level of Service (LOS) Scenario, combined with similar reductions by the County’s planning partners, would extend the life of the landfill to 2036 and possibly longer.

The 2016 SWMP and the 2008 Waste Handling Agreement allow for the long-haul of up to 25% of the County’s waste to supplement and further extend the longevity of local capacity. Long-haul of 25% of County waste would add three to four years to local capacity. More aggressive strategies, including those involving the City of Tacoma and Joint Base Lewis McChord, could have a more dramatic impact.

Pierce County and the City of Tacoma are currently working on a new Solid and Hazardous Waste Management Plan that will continue to call for reductions that the 2016 Supplement has called for. It will also emphasize long-haul and more aggressive strategies to improve infrastructure for the future as population in the County grows in order to keep the landfill open until 2040.

Waste from the Prairie Ridge Residential Drop Box and the Purdy, Hidden Valley, LeMay (Lakewood), and Murrey's (Fife) Transfer Stations (the last three are owned and operated by Waste Connections, the County's system operator) could be long-hauled to replace or supplement In-County Disposal Capacity

Current Facility Capacity - Composting

Facility	Current Capacity	Location
Pierce County Yard Waste Composting Facility	29,200 tons per year	14515 54th Ave. NW, Gig Harbor

The County-owned facility handles less than a quarter of the County's needs for composting capacity. Per the County's Waste Handling Agreement, LRI provides composting capacity at company-owned facilities in Pierce and Thurston Counties and contracts for additional capacity, when needed, at other private facilities.

Prior Year Major Accomplishments

Initiatives designed to reduce the need for new or larger capital facilities include:

- Charging for Commercial Yard Waste Volumes from self-haulers.
- Refocused messaging designed to help customers "recycle right" that will reduce the collection and processing of materials which contaminate viable recyclables.
- New marketing campaigns designed to help with waste reduction.

Non-Capital Alternatives

The following non-capital alternatives discuss strategies, programs, technologies and other alternatives that do not require capital improvement projects to achieve and maintain level of service standards for Solid Waste facilities. At present there does not appear to be a need to investigate any of the alternatives in greater detail.

Accelerated Implementation of Solid Waste Management Plan Goals: If transfer station or disposal capacity were depleted, the County could accelerate programs to assist residents and businesses in the adoption of waste reduction measures and add materials to recycling programs.

Mandatory Garbage Collection: Subscription to garbage collection and recycling programs is currently voluntary for households and businesses in unincorporated Pierce County. Eliminating self-haul as an alternative to garbage collection would translate into increased capacity at the drop boxes and transfer stations as proportionally more waste could be handled as garbage trucks tip loads in areas now reserved for the general public. Self-haul would remain available for residents and businesses to dispose waste that does not fit in a standard garbage can.

Mandatory Recycling: Mandatory participation in recycling programs (implemented through bans on the collection and disposal of recyclable materials or imposition of severe fees for non-participation in collection) could also reduce disposal capacity pressures.

Capital Projects

All Capital Projects will be budgeted and managed by LRI and Waste Connections through the Solid Waste Tipping Fee.

Future Needs

No funding currently available.

Relation to Growth Management Act

The level of service (LOS) for Solid Waste Disposal Capacity is set in Appendix E of the 2016 SWMP. The 2016 SWMP reaffirms waste reduction as the County's highest solid waste priority and renewed the goal to reduce per capita waste disposal needs from 4.5 pounds per day (2007 level) to less than 1.1 pounds per day by 2040. The Planned LOS and Actuals for 2015-2020 (shown in the next chart) along with future years' LOS are both related to the 2016 SWMP.

Solid Waste Level of Service

Year	Planned LOS	Actual / Projected Disposal Per Capita
2015	3.69	3.40 (actual disposal 8% less than plan)
2016	3.58	3.40 (actual disposal need 5% less than plan)
2017	3.46	3.45 (actual disposal in line with plan)
2018	3.33	3.42 (actual disposal 3% greater than plan)
2019	3.21	3.46 (actual 6% greater than plan)
2020	3.10	3.6 (actual disposal, 14% greater than plan)
2021	2.99	3.4 (projected disposal, 12% greater than plan)
2022	2.83	
2023	2.69	
2024	2.55	
2030	1.85	
2036	1.34	
2040	1.09	

COST ASSESSMENT QUESTIONNAIRE

General Information

Plan prepared for the County of: Pierce County

Plan prepared for the City of: N/A

Prepared by: Pierce County PPW
Ryan Dicks - Sustainable Resources Administrator
Chris Brown – Management Analyst

Contact telephone: 253-798-2179

Contact email: Ryan.dicks@piercecounitywa.gov
Chris.brown@piercecounitywa.gov

Date: 08/03/21

Years

Throughout this document:

Year 1 equals	Year 2	Year 3	Year 4	Year 5	Year 6
2021	2022	2023	2024	2025	2026

Each year shall refer to (check one):

☐

Calendar year

January 1 – December 31

1. Demographics

1.1. Population

- 1.1.1. Provide the total population of your County (excluding cities choosing to develop their own SWMP) for the base year and each of the following five years.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
902,714	913,998	925,423	936,991	948,703	960,562

1.2. References and Assumptions

Population projections are based on population projection data from OFM for 2021 and increased at a rate of 1.35% (trend of growth for Pierce County over the last 5 years) per year. The population estimates represent long-term trends and do not include projections of short-term or seasonal patterns.

2. Waste Stream Generation

2.1. Tonnage of Solid Waste Disposed

- 2.1.1. Provide the total tonnage of solid waste disposed of in the base year and each of the following five years.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
648,557	657,312	666,186	675,179	684,294	693,532

2.2. Tonnage of Recyclable Materials

- 2.2.1. Provide the tonnage of recyclable materials recycled in the base year and each of the following five years.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
291,851	295,790	299,784	303,831	307,932	312,089

2.3. References and Assumptions

The totals in this section include MSW only for both the Pierce County and the City of Tacoma systems. There is an assumption of a constant disposal rate of 3.9%, the average of the two systems. Solid waste not included in this number include commercial & demolition, special wastes, land clearing debris, contaminated soils, and alternative daily cover as they are not directly managed as part of the solid waste system. The recycle rate is assumed to be 45% of the waste, which is a 3-year trend.

3. Collection Programs

3.1. Regulated Solid Waste Collection Programs

Provide information for each UTC-regulated solid waste collection company operating in your jurisdiction for the base year and each of the following five years.

UTC Hauler		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
LeMay	Customers	65,398	66,379	67,375	68,385	69,411	70,452
G-98	Tonnages	125,695	127,580	129,494	131,437	133,408	135,409
Murrey	Customers	67,728	68,744	69,775	70,822	71,884	72,962
G-9	Tonnage	130,201	132,154	134,136	136,148	138,191	140,263
Total	Customers	133,126	135,123	137,150	139,207	141,295	143,415
	Tonnages	255,896	259,734	263,630	267,585	271,599	275,673

3.2. Cost & Funding for Solid Waste Programs

Provide information for solid waste programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Program	Cost	Funding
HHW Diversion	\$530,000	LSWFA Ecology Grant & County Program Cost of the SW Tipping Fee
Environmental Education	\$475,000	County Program Cost of the SW Tipping Fee
Community Cleanups	\$150,000	County Program Cost of the SW Tipping Fee
Youth Summit	\$20,000	County Program Cost of the SW Tipping Fee
PC Master Gardner's	\$45,000	County Program Cost of the SW Tipping Fee

GHG Inventory	\$30,000	County Program Cost of the SW Tipping Fee
Right-of-Way Litter Pickup	\$50,000	CLCP Ecology Grant
Waste Trends Analysis	\$40,000	County Program Cost of the SW Tipping Fee
Partnership Opportunities	\$25,000	County Program Cost of the SW Tipping Fee

3.3. References and Assumptions

The totals for this section are for the Pierce County Solid Waste system only and do not include the City of Tacoma. These totals also only include the totals for the G-Certificate areas. For section 3.1, the growth rate has not been greater than those of the cities and towns over the last 5-years and therefore is assumed at a constant increase of 1.5%. The growth rate for tonnages is assumed constant to customers, another trend that is consistent. In section 3.2, these are the programs minus employee salaries and benefits that have the biggest impact to our budget for Solid Waste Programs.

4. Waste Reduction (Recycling and Organics)

4.1. Recycling

4.1.1. Regulated Recycling Collection Programs

Provide information for each UTC-regulated recycling company operating in your jurisdiction for the base year and each of the following five years.

UTC Hauler		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
LeMay	Customers	65,398	66,379	67,375	68,385	69,411	70,452
G-98	Tonnages	14,655	14,875	15,098	15,324	15,554	15,788
Murrey	Customers	67,728	68,744	69,775	70,822	71,884	72,962
G-9	Tonnage	19,742	20,038	20,339	20,644	20,953	21,268
Total	Customers	133,126	135,123	137,150	139,207	141,295	143,415
	Tonnages	34,397	34,913	35,437	35,968	36,508	37,055

4.1.2. Recyclable Materials

Provide a list of recyclable materials to be collected in accordance with the SWMP. For each item, indicate if there is an active market and if the revenues exceed the cost of processing.

Recyclable Material	Active Market (Yes/No)	Revenues > Processing Costs (Yes/No)
Mixed Paper	Yes	No
Cardboard	Yes	Yes
Paper Bags	Yes	No
Plastic Bottles	Yes	No
Plastic Jugs	Yes	No
Plastic Buckets	Yes	No
Aluminum Cans	Yes	Yes
Metal Cans	Yes	Yes
Glass	Yes	No
HHW	Yes	No
C&D	Yes	No
Shredded Paper	Yes	No

4.1.3. Costs & Funding for Recycling

Provide information for recycling programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Program	Cost	Funding
Water Bottle Filling Stations	\$10,000	County Program Cost of the SW Tipping Fee
Earth Matters Newsletter	\$100,000	County Program Cost of the SW Tipping Fee
Shred Events	\$25,000	County Program Cost of the SW Tipping Fee
Recycling Outreach & Technical Assistance	\$85,000	County Program Cost of the SW Tipping Fee

4.2. Other Waste Reduction Programs (Organics, such as Yard Waste and Food Waste)

4.2.1. Regulated Organics Collection Programs

Provide information for each UTC-regulated company collecting organics operating in your jurisdiction for the base year and each of the following five years.

UTC Hauler		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
LeMay	Customers	65,398	66,379	67,375	68,385	69,411	70,452
G-98	Tonnages	17,208	17,466	17,728	17,994	18,264	18,538
Murrey	Customers	67,728	68,744	69,775	70,822	71,884	72,962
G-9	Tonnage	21,150	21,467	21,789	22,116	22,448	22,785
Total	Customers	133,126	135,123	137,150	139,207	141,295	143,415
	Tonnages	38,358	38,933	39,517	40,110	40,712	41,322

4.2.2. Costs & Funding for Organics Collection Programs

Provide information for programs for collecting organics that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Program	Cost	Funding
Gleaning & Community Composting	\$51,000	County Program Cost of the SW Tipping Fee
Environmental Education	\$10,000	County Program Cost of the SW Tipping Fee
Harvest Pierce County	\$130,000	County Program Cost of the SW Tipping Fee

4.3. References and Assumptions

The customer counts follow the same assumptions for growth that are in Section 3.3. The rate of recycling for each company is slightly different as not all customers have enrolled in recycling and organics curbside. The growth rate for tonnages are assumed constant using the base rate.

5. Disposal

5.1. Energy Recovery & Incineration (ER&I) Disposal Programs

There are no waste to energy or incinerator facilities handling waste generated within the Pierce County Solid Waste System.

5.2. Land Disposal Program

All waste generated within the Pierce County and Tacoma Solid Waste system is disposed of in the LRI landfill at 31317 Meridian St. E., Graham, WA 98338.

6. Administration Program

6.1. Costs & Funding for Administration Programs

Provide information for administration programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Program	Cost	Funding
Tacoma-PC Health Department	\$714,000	County Program Cost of the SW Tipping Fee
Washington Association of Solid Waste Administrators	\$25,000	County Program Cost of the SW Tipping Fee

7. Other Programs

7.1. Costs of Other Programs

Provide information for other programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Program	Cost	Funding
Sustainability	\$250,000	County Program Cost of the SW Tipping Fee
Code Enforcement	\$1,965,000	County Program Cost of the SW Tipping Fee

8. Funding Mechanisms

This section relates specifically to the funding mechanisms currently in use and the ones that will be implemented to incorporate the recommended programs in the draft plan. Because the way a program is funded directly relates to the costs a resident or commercial customer will have to pay, this section is crucial to the cost assessment process. Please fill in each of the following table

8.1. Facility Inventory

Facility Name	Type of Facility	Tip Fee	Transfer Cost	Location	Final Disposal Location	Total Tons	Total Revenue (Tip Fee x Tons)
Purdy	Transfer Station	\$168.51	Included in Tip Fee	Purdy, WA	LRI Landfill	450,155	\$75,855,619
Prairie Ridge	Drop Box	\$168.51	Included in Tip Fee	Bonney Lake, WA	LRI Landfill		
Key Center	Drop Box	\$168.51	Included in Tip Fee	Key Center, WA	LRI Landfill		
Anderson Island	Drop Box	\$168.51	Included in Tip Fee	Anderson Island	LRI Landfill		
Hidden Valley	Transfer Station	\$168.51	Included in Tip Fee	Fredrickson, WA	LRI Landfill		
LRI Landfill	Landfill	\$168.51	Included in Tip Fee	Graham, WA	LRI Landfill		

8.2. Tip Fee Component

Tip Fee Component	Tip Fee
Component A – Transfer Facilities, Recycling, Transportations Services	\$50.89
Component B – County Diversion Program	\$35.61
Component C – Disposal Services	\$64.58
Component D – Capital Projects	\$2.18
County Program Cost	\$15.25
Total	\$168.51

8.3. Tip Fee Forecast

Facility	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
All Facilities	\$168.51	\$170.34	\$171.64	\$171.22	\$172.82	\$174.71

8.4. References and Assumptions

The time frame for the tipping fee in Pierce County is from March 1 through Feb 28 each year. The rates are set annually through a rate setting guideline that is in the Waste Handling Agreement between Pierce County and LRI. The rates are typically negotiated in late August and sent to the Pierce County Executive and the County Council for approval. In section 3.2, the increase each year is due to CPI for Components A & C. Component B will reduce over that time as yard waste decreases due to the commercial charge that was introduced in January 2021. Component D will fluctuate up or down within a dollar based on capital projects that are added and ones that come off. The County Program Cost will remain the same throughout this 6-year period.

The following table is a breakdown of the County budget (revenues and expenditures by program).
(000's)

Program	Rev/Exp Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Gen Admin	Rev – Fees	\$6,660	\$6,781	\$6,677	\$6,975	\$7,130	\$7,285
Waste Reduction & Recycling	Rev - Grants	\$125	\$600	\$545	\$600	\$600	\$600
Sustainability	Rev – Grants	\$0	\$586	\$32	\$250	\$325	\$275
Total Revenue		\$7	\$8	\$7	\$8	\$8	\$8
Gen Admin	Expenditures	\$3,329	\$3,113	\$3,138	\$3,000	\$3,025	\$3,100
Sustainability	Expenditures	\$0	\$1,314	\$1,216	\$1,275	\$1,300	\$1,350
Environmental Education	Expenditures	\$622	\$642	\$658	\$775	\$800	\$825
Waste Reduction & Recycling	Expenditures	\$2,437	\$2,480	\$2,528	\$2,550	\$2,600	\$2,625
Post Closure	Expenditures	\$470	\$460	\$467	\$290	\$275	\$290
Total Expenditures		\$7	\$8	\$8	\$8	\$8	\$8

This budget has increases year to year based on COLA and staff increases in Sustainability (Year 4) and Environmental Education (Year 4). This also assumes an increase in the County Program Cost by \$.25 in Year 4.

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project:

2021 Tacoma-Pierce Co. Solid & Hazardous Waste Mgmt. Plan

2. Name of applicant:

Pierce County Planning & Public Works Department

3. Address and phone number of applicant and contact person:

Ryan Dicks, Sustainable Resources Administrator
9850 64th St W,
University Place, WA 98467
(253) 798-8603

4. Date checklist prepared:

5/29/2021

5. Agency requesting checklist:

Planning & Public Works Department

6. Proposed timing or schedule (including phasing, if applicable):

The Planning & Public Works Department requests the completion of environmental review by July 31, 2021 with adoption of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan occurring in 3rd or 4th quarters of 2021. Implementation of objectives will occur until the completion of the first Supplement to this plan.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

RCW Chapter 70A-205 requires local governments to maintain solid waste plans in a "current Condition" with periodic updates (approximately every five years). The Planning & Public Works Department will begin working on a Supplement to take effect in 2027 with work to begin in 2025 or 2026.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

No environmental information has been prepared for this proposal. A Programmatic Final Environmental Impact Statement (FEIS) to the Tacoma-Pierce County Solid Waste Management Plan was adopted in July, 1989 and Addenda were issued in October, 1999, February 2008, and June, 2016.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No. As a non-project action, this does not apply.

10. List any government approvals or permits that will be needed for your proposal, if known.

The Washington Department of Ecology and the Washington Utilities and Transportation Commission are each charged by state law to review and comment upon the draft. After considering agency and public comments, the Pierce County Council must adopt the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan. Following Council action, all cities and towns participating in Pierce County's solid & hazardous waste management systems must adopt the plan, issue a letter of concurrence, or notify the County that it no longer wishes to participate in the solid waste management system.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The 2021 Plan provides strategic direction to reduce greenhouse gases and continue efforts to implement aggressive waste reduction and diversion (recycling) programs. The intent is to reduce the amount of solid wastes both generated and disposed. Over the next several years, the County and the City of Tacoma will work cooperatively in support of the plan's Vision "A solid waste system that is more equitable, protects environmental health and is more resilient to the known and unforeseen changes that are coming our way". The Goals in five interconnected and interdependent areas provide foundational support for the vision. The goals are in the areas of

Sustainability, Resources, Communication & Education, Partnerships, and system and Infrastructure.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Adopting the Tacoma-Pierce County Solid & Hazardous Waste Management Plan is a non-project action. The vision, goals, objectives and actions contained within the Plan apply to all of Pierce County except Auburn and Pacific.

B. Environmental Elements

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

As a non-project action, there is no specific site.

b. What is the steepest slope on the site (approximate percent slope)?

As a non-project action, there is no specific site.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

As a non-project action, there is no specific site.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No. As a non-project action, there is no specific site.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

As a non-project action, there is no specific site.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

As a non-project action, there is no specific site.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

As a non-project action, there is no specific site.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

As a non-project action, there are no impacts to be reduced, controlled, or mitigated.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

As a non-project action, there are no emissions to the air.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

As a non-project action, there is no specific site.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

As a non-project action, there are no emissions to reduce or control.

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

As a non-project action, there is no specific site.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

As a non-project action, there is no specific site.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

As a non-project action, there is no specific site.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

As a non-project action, there is no specific site.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

As a non-project action, there is no specific site.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

As a non-project action, there is no specific site.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to

groundwater? Give general description, purpose, and approximate quantities if known.

As a non-project action, there is no specific site.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

As a non-project action, there is no specific site.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

As a non-project action, there is no specific site.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

As a non-project action, there is no specific site.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

As a non-project action, there is no specific site.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

As a non-project action, there is no specific site.

4. *Plants*

- a. Check the types of vegetation found on the site:

- ___deciduous tree: alder, maple, aspen, other
- ___evergreen tree: fir, cedar, pine, other
- ___shrubs
- ___grass
- ___pasture
- ___crop or grain
- ___ Orchards, vineyards or other permanent crops.
- ___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ___water plants: water lily, eelgrass, milfoil, other
- ___other types of vegetation

As a non-project action, there is no specific site.

- b. What kind and amount of vegetation will be removed or altered?

As a non-project action, there is no specific site.

- c. List threatened and endangered species known to be on or near the site.

As a non-project action, there is no specific site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

As a non-project action, there is no specific site.

- e. List all noxious weeds and invasive species known to be on or near the site.

As a non-project action, there is no specific site.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:
 mammals: deer, bear, elk, beaver, other:
 fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

As a non-project action, there is no specific site.

- c. Is the site part of a migration route? If so, explain.

As a non-project action, there is no specific site.

- d. Proposed measures to preserve or enhance wildlife, if any:

As a non-project action, there is no specific site.

- e. List any invasive animal species known to be on or near the site.

As a non-project action, there is no specific site.

6. *Energy and Natural Resources*

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

As a non-project action, there is no specific site.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

As a non-project action, there is no specific site.

- b. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

As a non-project action, there is no specific site.

7. *Environmental Health*

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

As a non-project action, there is no specific site.

- 1) Describe any known or possible contamination at the site from present or past uses.

As a non-project action, there is no specific site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

As a non-project action, there is no specific site.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

As a non-project action, there is no specific site.

- 4) Describe special emergency services that might be required.

As a non-project action, there is no specific site.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

As a non-project action, there is no specific site.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

As a non-project action, there is no specific site.

3) Proposed measures to reduce or control noise impacts, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

8. *Land and Shoreline Use*

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

As a non-project action, there is no specific site.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

As a non-project action, there is no specific site.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

As a non-project action, there is no specific site.

c. Describe any structures on the site.

As a non-project action, there is no specific site.

d. Will any structures be demolished? If so, what?

As a non-project action, there is no specific site.

e. What is the current zoning classification of the site?

As a non-project action, there is no specific site.

f. What is the current comprehensive plan designation of the site?

As a non-project action, there is no specific site.

- g. If applicable, what is the current shoreline master program designation of the site?

As a non-project action, there is no specific site.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

As a non-project action, there is no specific site.

- i. Approximately how many people would reside or work in the completed project?

As a non-project action, there is no specific site.

- j. Approximately how many people would the completed project displace?

As a non-project action, there is no specific site.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

As a non-project action, there is no specific site.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

As a non-project action, there is no specific site.

- c. Proposed measures to reduce or control housing impacts, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

As a non-project action, there is no specific site.

- b. What views in the immediate vicinity would be altered or obstructed?

As a non-project action, there is no specific site.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

As a non-project action, there is no specific site.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

As a non-project action, there is no specific site.

- c. What existing off-site sources of light or glare may affect your proposal?

As a non-project action, there is no specific site.

- d. Proposed measures to reduce or control light and glare impacts, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

As a non-project action, there is no specific site.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

As a non-project action, there is no specific site.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

As a non-project action, there is no specific site.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

As a non-project action, there is no specific site.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

As a non-project action, there is no specific site.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

14. *Transportation*

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

As a non-project action, there is no specific site.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

As a non-project action, there is no specific site.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

As a non-project action, there is no specific site.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

As a non-project action, there is no specific site.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

As a non-project action, there is no specific site.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

As a non-project action, there is no specific site..

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

As a non-project action, there is no specific site.

- h. Proposed measures to reduce or control transportation impacts, if any:

As a non-project action, there are no impacts to be reduced, controlled, or mitigated.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

As a non-project action, there is no specific site.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

As a non-project action, there are no impacts to be reduced, controlled or mitigated. As described in the 2021 plan, greenhouse gas and waste reduction and diversion measures will extend the life of the privately owned and operated landfill (which is designated an essential public facility).

16. Utilities

- a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

As a non-project action, there is no specific site.

- b. Describe the utilities that are proposed for the project, the utility providing the service,
and the general construction activities on the site or in the immediate vicinity which might
be needed.

As a non-project action, there are no impacts to be reduced, controlled or mitigated.

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee _____

Position and Agency/Organization _____

Date Submitted: _____

D. Supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan will continue the development and implementation of systems, programs, projects, and policies identified in the Programmatic FEIS first adopted in 1989.

The core alternative that Pierce County has been pursuing since 1989 is reduction and recycling. The 2021 plan reinforces that approach while also introducing greenhouse gas reduction and product stewardship and equity. These additional alternatives fall in line with Alternative 3 of the FEIS. All of these approaches are in addition to education and outreach programs, residential and multi-family recycling and yard waste curbside collection services.

The goals and objectives of the 2021 plan support waste and greenhouse gas reductions of 50% by 2040. This reduction will result in less waste transported to and disposed of in the solid waste landfills which in turn reduces the risk of discharges to water, emissions to air, less hazardous waste needing to be stored and transported, and potentially less noise with fewer hours of operations necessary.

Proposed measures to avoid or reduce such increases are:

The emphasis on greenhouse gas and waste reduction is intended to achieve a total reduction in the size and volume of the solid waste stream. This strategy will reduce waste and greenhouse gases by forcing a change in consumer behavior and not just a change in operations from reduction to recycling. This change will result in a reduction in the overall impact in regards to water, air, noise, and land.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The 2021 plan's emphasis on greenhouse gas and waste reduction through culture shifts and greater stakeholder input and decision making will result in improved waste management practices which will help prevent impacts to plants, animals, fish, or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

The emphasis on greenhouse gas and waste reduction is intended to achieve a total reduction in the size and volume of the solid waste stream. This strategy will reduce waste and greenhouse gases by forcing a change in consumer behavior and not just a change in operations from reduction to recycling. This change will result in a reduction in the overall impact in regards to plants, animals, fish and marine life.

3. How would the proposal be likely to deplete energy or natural resources?

The 2021 plan is designed to reduce the amount of waste and greenhouse gases in our systems. These reductions will result in less wasted energy and natural resources.

Proposed measures to protect or conserve energy and natural resources are:

The emphasis on greenhouse gas and waste reduction is intended to achieve a total reduction in the size and volume of the solid waste stream. This strategy will reduce waste and greenhouse gases by forcing a change in consumer behavior and not just a change in operations from reduction to recycling. This change will result in a reduction in the overall impact in regards to energy and natural resources.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The 2021 plan is designed to reduce the amount of waste and greenhouse gases in our systems. These reductions will result in less wasted energy and natural resources.

Proposed measures to protect such resources or to avoid or reduce impacts are:

The emphasis on greenhouse gas and waste reduction is intended to achieve a total reduction in the size and volume of the solid waste stream. This strategy will reduce waste and greenhouse gases by forcing

a change in consumer behavior and not just a change in operations from reduction to recycling. This change will result in a reduction in the overall impact in regards to energy and natural resources.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The 2021 plan is designed to reduce the amount of waste and greenhouse gases in our systems. The plan does not propose the development or expansion of facilities that could impact land or shorelines.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The emphasis on greenhouse gas and waste reduction is intended to achieve a total reduction in the size and volume of the solid waste stream. This strategy will reduce waste and greenhouse gases by forcing a change in consumer behavior and not just a change in operations from reduction to recycling. A smaller waste stream will reduce the potential for shoreline and land use impacts.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The 2021 plan is designed to reduce the amount of waste and greenhouse gases in our systems. The plan does not propose new collection systems or facilities.

Proposed measures to reduce or respond to such demand(s) are:

The emphasis on greenhouse gas and waste reduction is intended to achieve a total reduction in the size and volume of the solid waste stream. This strategy will reduce waste and greenhouse gases by forcing a change in consumer behavior and not just a change in operations from reduction to recycling. This will allow the existing privately owned and operated landfill to remain open longer. Discussion to explore making garbage collection services mandatory, at least within the Urban Growth Area, would make

existing waste and recycling transportation systems more efficient by reducing the number of properties bypassed by collection routes.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The 2021 Plan is designed to comply with the state's solid waste planning laws found in RCW Chapter 70A-205. The Washington Department of Ecology and the Washington Utilities and Transportation Commission also review the plan to ensure compliance.

ADDENDUM

to the

Programmatic Final Environmental Impact Statement (FEIS)

Year 2021

Tacoma-Pierce County Solid & Hazardous Waste Management Plan

JUNE 15, 2021

Pierce County Planning & Public Works Department

Sustainable Resources Division

9850 64th St. W

University Place, Washington 98467

(253) 798-2179

INTRODUCTION

The purpose of this addendum is to describe the information provided in the *2020 Tacoma-Pierce County Solid Waste Management Plan*. The 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan will replace the 2000 Solid Waste Plan. New information has been included within this Plan to meet the State requirements that a solid waste plan be kept updated or “current.” The new information does not change the analysis of likely significant impacts or alternatives described in the *Programmatic Final Environmental Impact Statement* adopted in July 1989.

BACKGROUND

Pierce County

Code Chapter 8.28:

- On December 12, 2000, Pierce County adopted the *Tacoma-Pierce County Solid Waste Management Plan* which updated the previous solid waste plan adopted in 1992. The County issued an Addendum on October 4, 1999 to the Programmatic Final Environmental Impact Statement (FEIS) which was first adopted in July 1989 and re-adopted in 1992.
- On November 18, 2008, Pierce County adopted the *2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan* which updated the 2000 Plan. The County issued an Addendum to the Programmatic FEIS on February 28, 2008.
- On March 22, 2016 Pierce County adopted the *2015 Supplement to the Tacoma-Pierce County Solid Waste Management Plan* which updated the 2000 Plan and 2008 Supplement. The County issued an Addendum to the Programmatic FEIS on May 13, 2016.
- All cities and towns adopted the Solid Waste Plan and signed new Interlocal Agreements with the County in 2001. In 2009, the cities and towns either readopted the 2008 Supplement or issued letters of concurrence. The cities and towns issued letters of concurrence for the 2015 Supplement as they did in 2008.

- The Washington Department of Ecology approved the Year 2000 Tacoma-Pierce County Solid Waste Management Plan on August 22, 2001, the 2008 Supplement on September 4, 2009, and the 2015 Supplement on September 7, 2016.

State regulations: Chapter 70A.205 Revised Code of Washington (RCW) requires counties, in coordination with their cities and towns to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste, and to keep those plans in a 'current' status through periodic review and update. State law specifies the required contents of a comprehensive solid waste plan. Among the many requirements are: estimated needs for solid waste handling facilities for 20 years of disposal capacity; a six-year construction and capital acquisition program; a comprehensive waste reduction and recycling element; and an assessment of the plan's impact on the costs of solid waste collection prepared in conformance with the guidelines established by the Washington Utilities and Transportation Commission (WUTC).

FEIS: The County's 1989 Programmatic Final Environmental Impact Statement (FEIS) evaluates a complex series of alternatives for waste handling, recycling, and disposal, plus alternatives for handling special wastes, such as wood waste, land clearing and construction debris. The FEIS was re-adopted in 1992 (Ord. #92-130). Addenda were issued October 4, 1999 and February 29, 2008.

Since 1989, Pierce County has been pursuing the FEIS's MMSW Alternative 3 which focuses on tripling waste reduction and recycling rates; disposing of remaining MSW in a landfill; and recycling of wood waste, construction debris, and land clearing debris. Alternative 3 targets a 60% or greater recycling and waste reduction rate. Among the waste reduction and recycling measures discussed within Alternative 3 are: the need to develop food waste and other organic diversion or composting programs and facility capacity; a need to develop model product purchasing programs; and a need to work with businesses to implement comprehensive waste reduction and recycling collection. These are in addition to education and outreach

programs and, residential recycling and yard waste curbside collection services.

To implement state regulations and the Solid Waste Management Plan, the Public Works Department offers an extensive range of public education and outreach programs about waste reduction and recycling. The County adopted minimum levels of services to provide residential curbside recycling and yard waste services; built a yard waste composting facility; and maintains the contract for meeting long-term disposal and other waste handling facility capacity. The Public Works Department provides funding support for the enforcement actions and regulatory activities of the Tacoma-Pierce County Health Department which administers the State's solid waste permit regulations, WAC 173-350 and WAC 173-351.

To carry-out the Year 2000 Plan's direction about illegal dumping problems, the Public Works Department created and funded programs to address illegal dumping and nuisance vehicle issues, and to cleanup illegal dump sites. In 2009, the Public Works Department absorbed into its functions and operations the enforcement of additional public nuisances and certain violations of the County's Development Regulations, Shorelines Regulations and Sign Code.

2021 PLAN CONTENT

Proposal: The *2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan* replaces the *2000 Tacoma-Pierce County Solid Waste Management Plan* adopted by the Pierce County Council in 2000 and amended in 2008 and 2016.

Structure: Where the 2000 Plan focused attention on individual aspects of the solid waste system (e.g. recycling, processing, landfilling, etc.) and the 2008 Supplement examined "courses of action" that could support multiple aspects of the system with a variety of outcomes, the 2021

Plan follows the format of the 2015 Supplement and is written specifically as a strategic document. The 2021 document proposes a community vision emphasizing sustainability, equity, and resiliency and identifies goals, objectives, and actions necessary to achieve that vision.

Vision:

At least since the late 1980s, waste reduction has been the preferred method for the collection, handling, and management of solid waste. (RCW 70A.214.010) With the 2021 Plan, Pierce County proposes a clear vision for its future:

VISION: **A solid waste system that is equitable, protects environmental and human health, and is resilient to the known and unforeseen changes that are coming our way.**

Goals:

Goals in five interconnected and interdependent areas provide foundational support for the vision:

SUSTAINABILITY: **Implement economically feasible and sustainable waste management practices.**

RESOURCES: **Identify fiscally responsible, self-sustaining funding and other resources for an integrated SHWM system.**

COMMUNICATION & EDUCATION:

Empower communities to help transform our solid and hazardous waste management system through inclusive collaboration, accessible communication and meaningful education.

PARTNERSHIPS: Foster strong working relationships among the agencies and partners responsible for managing the solid and hazardous waste system.

SYSTEM & INFRASTRUCTURE:

Provide the infrastructure and other resources to meet our growing solid waste needs

Objectives: Each goal will be reached through specific and measurable objectives (eleven in total) that, with accompanying action steps, can be achieved between 2021 and 2040.

The *Sustainability* objectives (S1, S2, S3) call on Pierce County and the City of Tacoma to reduce greenhouse gases and provide solid waste services that meet basic recycling, composting and disposal needs for all customers, with waste reduction as an increasing area of focus.

S1: Reduce waste and improve recycling effectiveness

S2: Protect the environment and human health by reducing greenhouse gas emissions and delivering solid waste services.

S3: Make the solid and hazardous waste system more accessible for all Pierce County Residents.

In the *Resources* objectives (R1, R2), Pierce County will explore ways of securing funding and resources to make sure the solid waste system

can grow and operate for each person throughout the County. To do this, it will require the implementation of new strategies to make sure both Tacoma and Pierce County are ready for unforeseen changes.

R1: Develop plans for securing adequate funding and resource to build, operate and maintain a solid and hazardous waste management system for the next 20 years.

R2: Develop systems and strategies for prioritizing what services should be provided, how they are to be funded and resourced, and recognize and respond quickly to rising costs due to unforeseen conditions.

The *Communication & Education* (CE1, CE2, CE3) objectives are designed to provide customers in Pierce County information in an equitable and easily accessible way about new programs and decisions as they relate to sustainability and solid waste.

CE1: Proactively engage and collaborate with impacted stakeholders (Including businesses, residents, and agencies) to make informed decisions and improve our recycling and solid waste system.

CE2: Ensure any communications regarding the solid waste management system are clear and accessible to all people.

CE3: Establish meaningful topics of education that equip participants with valuable knowledge to better understand and engage in the solid and hazardous waste system.

The *Partnerships* Goal (P1) has an objective that pulls stakeholders from different sectors of Pierce County to regularly review procedures and programs for effectiveness and sustainability.

P1: Support collaboration and coordination across key partners, stakeholders, and community members in Pierce County.

The final set of objectives from *System and Infrastructure* (SI1, SI2) are setup for continuous evaluation of our current system. The evaluations will address possible expansion of transfer stations as well as life after the landfill.

SI1: Regularly assess and identify future system expansion needs, improve services, and address impacts.

SI2: Collaborate with LRI to determine where new facilities are needed and how these facilities could be developed.

System Performance

Target: The 2021 Plan calls for an increase to waste reduction and greenhouse gases. These reductions, along with the waste diversion efforts maintains the intent to achieve (and exceed) the 60% recycling and reduction rate of the FEIS Alternative 3.

Systems and

Other Issues: The 2021 Plan provides a high-level overview of the operational aspects of the Pierce County and Tacoma solid waste systems. There are two sections of this plan that have been added to conform with the Department of Ecology's guidelines, the Hazardous Waste Plan and the CROP.

Cost Assessment: RCW 70A.205.045 requires each solid waste plan to include an "assessment of the plan's impact on the costs of solid waste

collection” with special emphasis on the rates charged by garbage haulers regulated by the Washington Utilities and Transportation Commission. The 2021 Plan includes the Cost Assessment in Appendix T and reports four primary findings:

1. The 2021 Plan does not propose policies or programs which will directly or immediately impact regulated services or rates.
2. The 2021 Plan proposes efforts to dramatically decrease per capita waste disposal needs.
3. Solid Waste system fees (which are not regulated by the Commission) will increase as the overall waste stream shrinks; but the 2021 Plan anticipates flat or declining per capita costs relative to inflation for those households and businesses that choose to reduce and recycle waste.
4. County government funding is designed to “live within our means” with the impact as measured on a per capita basis remaining below the rate of inflation.

Capital Facilities:

A discussion of capital facilities is a state-required element of a Solid Waste Plan. None of the objectives, nor related actions, contained in the 2021 Plan require immediate planning or implementation of new capital projects. Two objectives could require capital improvements in 2025 or later. Along with the discussion in Appendix S, the 2021 Plan cross-references the most recent capital facilities plans adopted by Pierce County and the City of Tacoma.

Disposal Need and

Landfill Capacity:

The 2021 Plan forecasts Pierce County’s (including Tacoma, Ruston and Joint Base Lewis Mc Chord) need for solid waste disposal and the ability of the privately owned and operated LRI Landfill to continue meeting that need.

Successful implementation of the objectives and actions contained in the 2021 Plan (reduction goals along with long hauling) will allow our landfill to potentially last the entire 20 years of this plan.

Under a worst-case scenario in which waste disposal remains at the same rate it is today and no long hauling occurs for anything, the landfill will fill up before 2030 and Tacoma and Pierce County will have to long haul all garbage out of state.

CONCLUSIONS

- ▶ The additional information does not change analysis of likely significant impacts or alternatives in the 1989 Programmatic FEIS. The alternatives and mitigations remain the same as summarized in the FEIS.
- ▶ The 2021 Plan contains the State’s required information to create a solid waste plan including: status updates about all programs; priority actions to take for the next 20 years; a six-year capital facility plan; and a WUTC Cost Assessment which analyzes the plan’s impact on the costs of solid waste collection.
- ▶ The 2021 Plan calls for equity and sustainability for all the customers of Pierce County.
- ▶ No additional significant adverse impacts have been identified from expansion of the waste reduction and recycling outreach and education programs and continued use of existing private sector collection and processing capacity.
- ▶ The 2021 Plan continues to support diversion of recyclables through established curbside collection programs, drop-off centers, buy-back and recycling processing businesses and compost facilities, and through diversion alternatives at existing transfer stations.
- ▶ Additional solid waste disposal or transfer station facility capacity has been identified as a possible need in the future depending on how well the goals of this plan are achieved.

AVAILABILITY

Consistent with the plan’s vision, the 2021 Plan will be published online at www.piercecountywa.org/swplan. Paper copies – or copies on flash drives – may be obtained by contacting the Public Works Department at (253) 798-2179.

Anyone wishing to review the 1989 Programmatic Final Environmental Impact Statement may contact the Public Works Department at (253) 798-2179.



Determination of Nonsignificance (DNS) For Nonproject Legislative Actions

Environmental Application Number: 972925

Project ID Number: 587689

Family Application Number(s): N/A

Parcel Number(s): N/A

Action: Adoption of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan

Description: A new 20 year Solid & Hazardous Waste Management Plan that partners with the City of Tacoma that emphasizes equity, protecting human and environmental health, and resiliency. The proposed plan identifies goals, objectives, and actions to be implemented by Pierce County, the City of Tacoma and their partners in order to reduce waste, lower greenhouse gas emissions, and lengthen the life of the Pierce County landfill.

Location: Unincorporated Pierce County, City of Tacoma, 20 cities and towns in the Pierce County Solid Waste System.

Proponent(s): Pierce County Planning & Public Works

Purpose of Announcement: The purpose of this announcement is to invite comments on the determination of non-significance (DNS) for a proposed new Solid & Hazardous Waste Management Plan.

The new plan contains several retained policies that are being carried forward from the 2000 Solid Waste Management Plan that help to mitigate environmental impacts. The new plan also introduces several actions that will further reduce any environmental impacts, such as:

- A reduction in greenhouse gas
 - This is being done in coordination with Sustainability 2030 which has set a goal of reducing emissions by 45%. Our solid waste system can help achieve that through this Solid & Hazardous Waste Management Plan that focuses on reduction, resiliency, and equity.
- An emphasis on waste reduction over diversion
 - This change to a reduction focus will decrease the amount of waste that is generated through individual decision making, extended producer responsibilities, and outreach and education for residential and commercial sectors. This will add life to our landfill, keep transportation impacts down and lower environmental impacts on air and water quality by reducing the odors and leachate being generated today.

- Creating a commercial recycling program
 - This program will help to remove recyclable items from the waste stream furthering the efforts of waste reduction and adding more reusable material to certain industries to help keep our natural resources intact.
- Establishing a more equitable solid waste system
 - This effort is designed to give underserved and underrepresented areas in Pierce County the same opportunities when it comes to disposing of solid waste. Working with these communities will lead to a reduction in illegal dumping, littering, and individual solid waste code violations.
- Reducing Food Waste
 - This effort to cut food waste in half could reduce the total amount of solid waste in Pierce County by 10%, thereby reducing several environmental factors like odors and methane gas production.

Pierce County, the lead agency for this proposal, has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

Pierce County has determined that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the original EIS statement adopted in 1989 and the addendums that have followed in 1992, 2000, 2008, and 2016, the development regulations and comprehensive plan adopted under Chapter 36.70A RCW, WAC 197-11-600, WAC 197-11-330(2)(c), and in other applicable local, state, or federal laws or rules, as provided by RCW 43.21C.240 and WAC 197-11-158, and WAC 197-11-330(1)(c). Local regulations include but are not limited to Pierce County code Chapters 8.29, 8.30, 8.31, 8.38, 18A.33, 18J.15, 13.04 and 13.06. Pierce County will not require any additional mitigation measures under SEPA.

☐ There is no comment period for this DNS.

☒ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from issue date. Comments must be submitted within 14 days of the issue date.

SEPA Responsible Official: Jen Tetatzin

Position/Title: Director, Planning and Public Works

Address: 2401 South 35th Street, Suite 2, Tacoma, WA 98409

Staff Contact: Chris Brown, Management Analyst
chris.brown@piercecounitywa.gov | (253) 798-4659

Issue Date: October 11, 2021



Jen Tetatzin, Responsible Official

Appeal:

Pierce County Code Chapter 1.22 does not provide for an administrative appeal of legislative actions taken by the County Council. See WAC 197-11-680(4) for procedures regarding SEPA judicial appeals.

Note: The issuance of this Determination of Nonsignificance does not constitute approval. The applicant must comply with all other applicable requirements of Pierce County, federal, and state agencies.

Pierce County Online Permit Information:

<https://pals.piercecountywa.gov/palsonline/#!/permitSearch/permit/departmentStatus?applPermitId=972925>



PIERCE COUNTY
NOTICE OF DETERMINATION OF NONSIGNIFICANCE

Adoption of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan
Proponent: Pierce County Planning and Public Works
SEPA Application: 972925

Notice is hereby provided in accordance with WAC 197-11 that Pierce County has issued a Determination of Nonsignificance (DNS) on the following proposal:

A new 20 year Solid & Hazardous Waste Management Plan that partners with the City of Tacoma that emphasizes equity, protecting human and environmental health, and resiliency. The proposed plan identifies goals, objectives, and actions to be implemented by Pierce County, the City of Tacoma and their partners in order to reduce waste, lower greenhouse gas emissions, and lengthen the life of the Pierce County landfill.

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This DNS is issued under WAC 197-11-340(2). Pierce County may not act on this proposal prior to October 26, 2021. Comments must be submitted by close of business on October 25, 2021.

Pierce County has determined that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the original EIS statement adopted in 1989 and the addendums that have followed in 1992, 2000, 2008, and 2016, the development regulations and comprehensive plan adopted under Chapter 36.70A RCW, WAC 197-11-600, WAC 197-11-330(2)(c), and in other applicable local, state, or federal laws or rules, as provided by RCW 43.21C.240 and WAC 197-11-158, and WAC 197-11-330(1)(c). Local regulations include but are not limited to Pierce County code Chapters 8.29, 8.30, 8.31, 8.38, 18A.33, 18J.15, 13.04 and 13.06. Pierce County will not require any additional mitigation measures under SEPA.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0044899
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
TAC - Legal Ads
Final Cost:
99.36
Payment Type:
Account Billed
User ID:
IPL0019393

ACCOUNT INFORMATION

PIERCE COUNTY IP
2401 S 35TH ST RM 2
TACOMA, WA 98409-7960
253-798-7200
jeff.huxton@piercescountywa.gov
PIERCE COUNTY

TRANSACTION REPORT

Date
October 11, 2021 2:51:22 PM EDT
Amount:
99.36

SCHEDULE FOR AD NUMBER IPL00448990

October 12, 2021
The News Tribune (Tacoma)

PREVIEW FOR AD NUMBER IPL00448990

**PIERCE COUNTY
NOTICE OF DETERMINATION
OF NONSIGNIFICANCE**

Adoption of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan Proponent: Pierce County Planning and Public Works
SEPA Application : 972925

Notice is hereby provided in accordance with WAC 197-11 that Pierce County has issued a Determination of Nonsignificance (DNS) on the following proposal:

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W00000000
Publication Dates

Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation and a political subdivision of the State of Washington ("County"), and the cities and towns of Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Roy, Ruston, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson, all Washington State authorized municipal corporations (Collectively, the "Signatory Cities" and individually, the "Signatory City") establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and many of the Signatory Cities previously entered into an Interlocal Agreement for the purpose of implementing the 2000 Tacoma-Pierce County Solid Waste Management Plan, which plan must now be replaced; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the Parties wish to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW.
- B. The Signatory Cities hereby choose, under RCW 70A.205.040(3)(c), to authorize Pierce County to prepare a plan for the Signatory Cities' solid waste management and to incorporate Signatory City plans in the County's comprehensive 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan ("Plan").
- C. The Signatory Cities agree that County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes Signatory City representation.

III. OBLIGATIONS

A. County

- 1. County, at its own expense, will prepare, and maintain in a current condition, the Plan, including plans for the Signatory Cities. As part of this obligation, County will circulate drafts to the Signatory Cities for review and comment and will circulate final drafts to the Signatory Cities for approval or rejection.
- 2. The County will coordinate planning activities with the City of Tacoma and incorporate materials submitted by Tacoma into the Plan.
- 3. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.

B. Signatory Cities

- 1. Each Signatory City, at its own expense, will review and respond to draft versions of the Plan and updates thereof.
- 2. Each Signatory City, at its own expense and following its own procedures, will either approve the final draft of the Plan or of any update or will instead prepare and deliver to the Pierce County Auditor that Signatory City's own solid waste management plan for integration into the Plan.
- 3. Signatory Cities will implement and comply with applicable elements of an adopted Plan and any updates thereto.

C. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The disputing Parties may agree to mediation as part of such effort. If the Parties are unable to resolve the dispute, the Parties hereby agree to arbitration. The disputing Parties shall attempt to agree on an arbitration administrator, a set of arbitration rules, and a single arbitrator. If they cannot, then the Parties hereby agree to select the arbitrator or arbitration panel and to conduct the arbitration under the administration and rules of JAMS Seattle Mediation, Arbitration and ADR Services. The decision of the arbitrator or arbitration panel shall be considered final. In any dispute, each Party shall be responsible for its own attorney fees and other costs, and each disputing Party shall pay an equal share of the costs of arbitration, mediation, or other alternative dispute resolution.

V. ADMISSION OF NEW PARTIES

- A. Additional municipal entities may be added to this Agreement if that municipal entity's governing body agrees to the then current terms (including any amendments) pursuant to RCW 39.34.030(2) and executes a copy of the Agreement.

VI. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.

B. Process

1. With input from SWAC, County staff will develop a draft and circulate that draft to Signatory Cities and to the Washington State Department of Ecology (Ecology).
2. Signatory Cities will provide responsive comments, if any. If a Signatory City has not provided a response 30 days after receiving the draft, County may presume that Signatory City has no response and is not seeking any change to the draft.
3. After good faith consideration of any responses from Signatory Cities and Ecology, County staff will prepare a final draft. County has discretion to decide whether to change the final draft as a result of a Signatory City response.
4. County will provide the Signatory Cities with the final draft for each Signatory City to consider for approval under that City's own governing procedures.
5. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

C. Initiating Amendments and Updates

1. Either the County or any Signature City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County shall conduct the Plan development process as outlined in this section.
2. The County shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.

VII. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each approving Party's governing procedures, by Parties

representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord. To determine the 75% threshold, the Parties agree to use the population numbers maintained by the Washington State Office of Financial Management. Each Party hereby agrees to be bound by and comply with any Plan or update that is so approved, even if that Party has not itself approved it, reserving such a Party's right to end its participation in this Agreement as set forth herein.

VIII. TERM

- A. Commencing on the Effective Date, as defined herein, the term of this Agreement is twenty (20) years.
- B. A Signatory City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan and its own hazardous waste plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, a Signatory City must provide 12 month's advance written notice to all Parties before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body, PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.
- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

IX. EFFECTIVE DATE

- A. This Agreement shall be effective after it is approved by the Pierce County Council and executed by the Pierce County Executive, which shall occur only after all Signatory Cities have fully executed it.

X. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00

PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

[Insert County and City reps, with physical and email addresses. Preferable to use titles, rather than names of current staff]

B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works Department shall be the Agreement Administrator. If a Division of that name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator.

XII. MUTUAL INDEMNIFICATION

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its 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 injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

With respect to the performance of this Agreement and as to claims against the other Party, its officers, agents and employees, the indemnifying Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying Party. This waiver is mutually negotiated by the parties to this Agreement.

XIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

[Signature pages, with dates on each signature line]

Programmatic Guidelines Retained from the 2000 Solid Waste Plan

The following are policy support recommendations retained from the 2000 Solid Waste Plan. Most of them provide guidance for actions to take if an event should occur or they offer basic support for the system.

Waste Reduction and Recycling (Chapter 4)

#4-1 For the cities and towns using the County's waste management system, the Pierce County Solid Waste Division* should continue to serve as the agency responsible for promoting county-wide waste reduction and recycling activities; to provide educational resources and technical assistance; and to evaluate efforts of these activities. The County should continue to coordinate its public outreach with the City of Tacoma, the Tacoma-Pierce County Health Department and other agencies.

#4-2 Pierce County should continue to provide adequate funding and staffing to assist cities and towns in implementing waste reduction and recycling activities discussed in the Plan. The Pierce County Solid Waste Division* should remain the coordinator of these programs for the County and those cities and towns using the County's waste management system.

#4-32 Pierce County should retain the use of rate-based incentives in promoting waste reduction and recycling. The County should work closely with private collection companies serving the County to identify equitable, implementable rate strategies that will be acceptable to the Washington Utilities and Transportation Commission. Pierce County should also continue to work directly with the Commission to identify and implement these types of alternatives.

#5-4 The City of Tacoma will continue to provide solid waste collection and disposal services within its corporate city limits. The City shall retain the right to determine all minimum service levels and collection and disposal rates as adopted by the Tacoma City Council, pursuant to RCW 35.21.120.

#7-4 As becomes necessary to ensure sufficient transfer facilities, Pierce County should obtain the use of additional transshipment facilities, public or private, for transferring waste to out-of-county disposal facilities.

#7-5 Pierce County encourages private transfer facilities located within Pierce County to reserve transfer capacity for waste generated within Pierce County.

Solid Waste Processing Technologies (Chapter 6)

#6-3 Pierce County encourages private recycling, composting, and processing facility operators located within Pierce County to reserve processing capacity for materials generated within Pierce County.

#6-5 Only those technologies with demonstrated reliability should be implemented as primary processing alternatives of the solid waste management system. However, governments and the private sector may wish to conduct pilot programs and explore new and innovative ideas. The appropriate regulatory agencies shall determine whether or not any potential technology meets the requirements of this Plan.

#6-6 Only processing technologies that are protective of human health and the environment (for example those that create no adverse odor impacts to neighboring properties) should be deemed to be in compliance with the Solid Waste Management Plan. As new processing technologies emerge, the environmental and health impacts should be carefully considered.

#6-8 With any alternative technology project, the operating vendor must provide sufficient financial assurances to minimize financial risk to the public for environmental and technical performance. Each city, town, and the County Council will independently determine the level of financial and environmental assurances that will be required for projects under their own jurisdiction.

Disposal and Landfilling (Chapter 8)

#8-1 If there is a lack of landfill capacity in Pierce County for solid waste generated in the Pierce County solid waste management system in the future or if the county determines by resolution that out-of-county disposal options are cost effective, the County may contract for the use of an out-of-county landfill.

#8-3 When the Tacoma-Pierce County Health Department and the Pierce County Planning and Public Works Department review permit applications to site, develop, and operate new MSW landfills, or to expand existing MSW landfills in Pierce County or whenever Pierce County is considering decisions to contract for MSW disposal, the agencies must include in the decision-making process an evaluation of:

- Effect on public health and safety;
- Protection of the environment, including aquifers and waters of the State;
- Pierce County's waste generation habits and trends with an assurance that options are adequate for meeting Pierce County's waste generation needs;
- Competition for disposal services;
- Meeting the potential emergency needs should a primary disposal site suddenly become unavailable; and

- The costs of using various alternatives which will be analyzed and verified through the use of publicly available data published by other government organizations, formal requests for proposals, qualification or information (RFP, RFQ, or RFI), or through another method as recommended by the Solid Waste Advisory Committee.

The Solid Waste Division* shall have primary responsibility for the evaluation, but will work with the Planning and Public Works Department, the Tacoma-Pierce County Health Department, and the applicant to minimize duplication of effort.

#8-4 MSW landfill expansions within unincorporated Pierce County shall undergo a permitting process with adequate public notice and opportunity for public comment. Expansions shall be required to meet the regulations in effect at the time of expansion and to protect public health and safety and the environment. Expansions shall be prohibited for any landfill that is in violation of existing surface water or groundwater standards.

#8-5 The County shall require, to the extent allowed by law, private MSW disposal companies located within unincorporated Pierce County to reserve existing disposal capacity to handle MSW generated within the Pierce County solid waste management systems. When negotiating disposal contracts with any such facility owner/operator, the County shall propose terms which:

- Reserve adequate disposal capacity to serve the Pierce County solid waste disposal system as projected in the 'County-wide' column of Table 8-2, 'Projected Long Term Disposal Needs;'
- Require the mutual agreement of the contracting parties before the contractor can bring in waste from outside the County solid waste management system.

#8-6 No municipal solid waste landfill located within unincorporated Pierce County shall accept waste from outside the Pierce County solid waste management systems without addressing the impacts of that action. The impacts under the facility's conditional use permit shall be reviewed by the Pierce County Hearing Examiner. The impacts under the facility's solid waste handling permit shall be reviewed by the Tacoma-Pierce County Health Department. These reviews shall be conducted as a public process and follow the applicable laws and regulations governing the conditional use permit and the solid waste handling permit processes. The results of the review shall be reported at a Pierce County Council meeting.

#8-7 While this Plan recognizes and describes the complex authorities and regulation of waste disposal, nothing in the Plan specifically authorizes or specifically prohibits the importation of solid waste from outside the County solid waste management systems to MSW landfills located in unincorporated Pierce County.

#8-8 Before approving the acceptance of municipal solid waste from outside the Pierce County solid waste management systems or before approving a substantial change in the design or operation of a municipal solid waste landfill within unincorporated Pierce County, the TPCHD shall give the public notice of the issue and provide the public an opportunity to be heard.

Enforcement and Administration (Chapter 10)

#10-4 When Pierce County and the Cities and Towns (excepting Tacoma and Ruston**) enter into Interlocal Agreements to implement this plan, those Agreements shall require the planning partners to work cooperatively in a common solid waste transfer and disposal system. This is necessary to: provide economies of scale; avoid unnecessary and costly duplication of services; and minimize the number of solid waste related facilities which must be developed and permitted to implement this plan.

#10-5 Where practical, the solid waste management system should be advanced through an open competitive procurement process to benefit public interest.

#10-8 The Tacoma-Pierce County Health Department shall implement ways to increase public notice, input, and involvement in the solid waste handling facility permit application review process. The following issues were identified as particular areas the Health Department should review:

- Formal public notice and comment periods when issuing and modifying solid waste handling facility permits.
- Public meetings on the basis of requests, a significant degree of public interest, or to clarify one or more aspects important to compliance with the requirements of applicable permit; and
- Identification of impacts which may occur across jurisdictional boundaries.

#10-9 When an applicant applies for a Solid Waste Permit, the Tacoma-Pierce County Health Department shall notify the property owner(s) and verify that the owners understand they will be responsible for clean-up of any waste left by any solid waste facility or activity on their property.

*The Pierce County Solid Waste Division is now known as Sustainable Resources.

**Ruston is no longer serviced by the City of Tacoma and therefore now included in this exception.

SHWMP Amendments

Amendments are changes made to the SHWMP within each planning cycle of the original document or its updates. Typically, these are minor adjustments to the plan such as updating planning information, changing the list of designated recyclables, or adding language to an existing management action to target grant funding. Amendments do not create major structural changes to the county's solid waste program. A plan amendment does not alter the five-year requirement for review and update. The following procedures guide the amendment process:

1. Proposed amendments to the plan may originate from any partner in the Solid & Hazardous Waste Management Plan or the SWAC.
2. The SWAC will be responsible for reviewing all proposed amendments and forwarding a recommendation to the Pierce County Council.
3. Upon receiving the SWAC recommendation, the Pierce County Council may approve, approve with changes, disapprove, or remand it back to the SWAC for further consideration.
4. The county shall forward all approved amendments to the Department of Ecology within 45 days of adoption.

SHWMP Updates

RCW 70A.205.075 requires solid waste management plans to undergo review and update every five years. The update process provides the county an opportunity to review the entire solid waste program. This should include reviewing data on county waste generation and collection and diversion; evaluating progress in achieving SHWMP management actions; analyzing changes in county social and economic conditions; and integrating changes related to new local and state laws. The following planning process steps described below are a general guide for updating the SHWMP.

1. Pierce County Solid Waste Program staff will:
 - a. Update or include new data critical for evaluating the program
 - b. Identify past, current, and future key trends in county, state, and regional solid waste management

- c. Develop or update management actions that respond to trends and achieve the program's mission statement.
2. County Solid Waste Program staff will prepare a SHWMP first draft with a Washington Utilities and Transportation (WUTC) Cost Assessment Form for review by the SWAC, the cities, and the public.
3. An optional informal review of the first draft SHWMP by staff at the Department of Ecology (ECY) Solid Waste Management Program is beneficial for identifying and resolving potential issues before submittal of the preliminary draft.
4. County Solid Waste Program staff will incorporate appropriate changes based on the comments received on the first draft. This version of the document now becomes the preliminary draft.
5. The SWAC will make a recommendation on the preliminary draft SHWMP for consideration by the Pierce County Council (PCC).
6. The PCC will consider the SWAC recommendation and the preliminary draft of the SHWMP. The PCC may approve, approve with changes, or send it back to the SWAC for further consideration. Once the PCC is satisfied with the preliminary SHWMP draft, the county then forwards it to the Department of Ecology to initiate their formal review.
7. A SHWMP preliminary draft package to submit to the Department of Ecology must include the following additional items:
 - a. Transmittal letter requesting review of the preliminary draft
 - b. Washington Utilities and Transportation (WUTC) Cost Assessment Questionnaire
 - c. The interlocal agreements agreeing to joint solid waste planning through the SWMP
 - d. SEPA checklist and threshold decision
 - e. Minutes from the SWAC meeting recommending the preliminary draft SWMP to the PCC for their consideration
 - f. SWAC bylaws and list of participants

8. Upon receipt, the Department of Ecology, the WUTC, and the Washington State Department of Agriculture have 120 days to review and provide comments on the preliminary draft.

9. The Department of Ecology will forward its comments on the preliminary draft to the county. The county will then consider the comments (there is no time limit imposed on the county) and prepare a final draft and a submittal package that includes all items in Step 8, with the addition of the following items:

- a. Minutes from the SWAC meeting approving the final draft SWMP;
- b. Resolutions by the county and the cities adopting the SWMP; and
- c. A response summary to the comments to the preliminary draft.

10. There is a 45-comment period for the Department of Ecology to review the final draft SWMP and send notice to the county that it approves or denies the final draft. If the Department of Ecology does not respond, the final draft is approved.

11. If approved, there is no further action required of the county.

Comment Number	Comment Received	Pierce County Response
Public Outreach Process		
1	We need a permanent drop off site in Sumner for hazmat materials. Hidden Valley is too far to go.	Chapter 7: Moderate Risk Waste (page 55) describes the existing collection facilities. In the next 20 years additional facilities may be necessary based on population growth, but will be dependent on additional funding for HHW collection.
2	I am middle aged to older and very committed to a sustainable environment. I am a medical professional and extremely busy. I tried to load your plan on my phone and it took a long time, so I moved on. I bet most people won't take the time to view it. I would like to continue curbside recycling and add curbside glass recycling. I hope you have an aggressive plan to continue recycling. You should educate and promote repurposing, reusing, and donating items as well to eliminate landfill waste. Thank you.	Pierce County's 20-year SHWMP is a lengthy document, with many elements required by The Washington State Department of Ecology. Chapter 5: Recycling (page 42) describes how curbside recycling is available throughout Pierce County and how glass has never been accepted in the County's commingled recycling system. We will add text stating that recycling industry best practices show that the proper way to collect glass is separately from other recyclables in order to maximize the value of all the recyclables (page 45). It does not make environmental sense to drive separate glass routes with multiple trucks and their associated greenhouse gas emissions around the entire county just for this material. Chapter 4: Waste Reduction (page 37) describes our commitment to promoting waste reduction and lists many existing waste reduction programs.
3	I'm concerned about PFAs in the landfill. Much of the trash has forever chemicals, so how is this being handled? What can customers do to help?	PFAs in the landfill is an emerging issue. At this time, EPA and Ecology are working to better understand the implications of these chemicals. We anticipate this issue to be discussed in our five-year update.

4	I think you should move the "get energy from garbage" item in the upside down triangle image up in priority. More emphasis should be put on using the materials to get energy, especially since the price of electricity is constantly going up and eco-fanatics are constantly attempting to force the removal of more dams in our state and unlike Florida (who has five times the number of nuclear power plants than we do) we are not a nuclear-friendly state for some reason. "Cutting off the nose to spite the face." You should take more time to vet and inspect how the garbage disposal companies treat their customers. I understand this covid situation was treated with knee-jerk reactions by all government agencies and administrations at both the state and federal level, however a lack of employees should not preclude treating your customers with respect and civility. I had never been so badly treated by Murray as during the previous year and a half. We are locked into their monopoly and have no choice of which company we use for garbage pick-up; they were chosen by YOU for us and YOU have a responsibility to ensure that customers are treated properly. During the past year and a half there were promises made by the garbage company that were never fulfilled. The lack of caring and ignoring of duties were explained away due to "lack of garbage drivers". While this may be a symptom, it does not excuse the lack of follow-through. As an example, Even before covid, when they say they will send a truck back out to pick up missed cans (not due to customer fault) then they should follow up and ensure it was done. Most of the so-called customer service representative's promises over the phone were not completed and were never followed up on, and only excuses, after sometimes five calls, were offered. Complaints to the companies directly is akin to the chickens complaining to the fox in the pen with them. It is almost worth dropping their expensive pick-up service and taking a bi-weekly trip to the dump myself...and I'm sure I'm not the only one thinking this way. In summation, while you will probably gloss over the specifics of my comments, I'm hoping that at least the tone has made a point. Just like in the 2016 presidential election when *everybody just knew* who was going to win, and then were stunned to be proven wrong, you simply cannot assume that all county citizens are fine with whatever you do just because they don't communicate to you--it is the definition of "conservative" to (among other things) not cause waves, not march or riot, and not draw attention to yourself. This should temper your decisions that impact our daily lives. Thank you for your time reading this missive.	In <i>Introduction: Emerging Issues</i> (page 9) the Materials Management Hierarchy, which ranks the various management strategies from most to least environmentally preferred, comes from the United States Environmental Protection Agency and a citation for this has been added. The County does not have oversight of the service providers. <i>Chapter 9: Solid Waste Collection</i> (page 73) explains that the companies providing solid waste collection service in the county have exclusive rights in their service areas to collect residential and commercial garbage and residential recycling through contracts with local cities and towns and through permits issued by the Washington Utilities and Transportation Commission (WUTC). Per the WUTC, if a customer has a dispute with a regulated utility or transportation company the customer should first try to resolve it with the company. If the customer is unable to resolve the issue with the company the customer may file a complaint with the UTC.
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5	There are several things we would like. a) Composting of food products with available bins and pick up, b) Glass recycling with pick up.	<i>Chapter 9: Organics Management</i> (page 49) describes how Pierce County does not have the appropriate infrastructure to handle food waste in our existing facilities, which are at capacity. If funding becomes available, we will explore new technologies to handle food waste. <i>Chapter 5: Recycling</i> (page 42) describes how it does not make environmental sense to have separate curbside glass routes.
6	As low [sic] glass to be picked up on recycle days. Also allow shredded paper to recycled in Garden waste.	<i>Chapter 5: Recycling</i> (page 42) describes how it does not make environmental sense to have separate curbside glass routes. Our composting system is designed for yard waste, not paper. <i>Chapter 5: Recycling</i> (page 46) describes the shred events the County hosts.
7	Suggest food establishments serve smaller portions. We usually by one entree and share. Hard to purchase food is grocery stores for 2 older people. Everything is super sized. Lots of waste. Need to have local places to leave glass, styrofoam, plastic plant containers, etc and other items not allowed in recycle bins to be left. Our town removed all of the recycling bins. More free classes/education on home composting. We already compost in our yard but space is limited. We also use reusable grocery bags, never buy water in single use containers. We use our own liquid reusable containers. Watch people buying cases of single use bottled water. Need to find ways to encourage others to do the same. Need more local year round farmer's markets. Ours is mostly crafts and food trucks not much in the way of fruits and vegetables.	<i>Appendix G</i> contains a full list of recycling centers in the County. <i>Appendix E</i> contains a description of our public education programs and <i>Appendix F</i> contains a description of our waste reduction programs. As part of our work to support state efforts in reducing food waste we plan to continue offering education classes about at-home composting.

8	1- the photos in your report are stunning; if you print poster size or larger prints, I would buy several for my home or office; you could generate profit toward a project or issue if you own the copyrights. 2- I was disheartened at the huge number of hazardous waste generators in the appendix. 3- I agree, it is vital that racial and economic disadvantages should not create a higher financial cost, nor longer trip to transfer stations, etc. 4- I'm concerned about long-term environmental damage from landfill sites, as well as concern about where the next landfill will be located for 2036 or before; 5- I wish yard waste pickup was free to Univ. Place residents. 6- I will recycle my old mattresses with SpringBack in Tacoma, was glad to learn about them through your site; I wish you, and like-minded people, would discover more items/ways that other objects could be re-used, perhaps creating a few jobs locally, not filling landfills and not needing transport away from PNW; 7- Thank you for the info on MedProject, I was concerned about whether there was a new program for TakeBack of medications, since it was so hard to take them back on a single, shortened Saturday twice a year; 8- Please increase the number of Shred collection dates, lately the trucks are full before the end of 3 hours and some of us in line are turned away; 9- Glad to hear about the plan to find a better way to collect paints and varnish etc.	<i>Chapter 10: Transfer and Disposal</i> (page 86) describes the long-haul provisions in the existing contract that will keep the landfill open through 2036. The Planning Issues for that chapter (page 88) also states that a new MSW facility is not being considered as an alternative once the landfill reaches capacity. <i>Chapter 6: Organics Management</i> (page 52) explains how yard waste collection is already available for a minor fee based on transportation costs. In addition to county-sponsored shred events, we do link to other community-based shred events on our website. We refer to previous event data to determine capacity needs for future events. 2021 events were equipped with more trucks than usual as a surge in participation was anticipated due to the previously canceled events. We are also trying to discourage the shredding of unnecessary items and trying to educate residents better on what items are high priority to shred. More information can be seen on the shred event webpage.
9	Do you really expect the average person to read and understand all 242 pages? Really! A one or two page synopsis of the plan would make more sense. If an individual wanted to get into the minute details, he or she could refer back to the core document. I did not take the time to read it.	Comment noted

10	The SHWMP doesn't relate to the 2008 Pierce County – PCRCD dba LRI Waste Handling Agreement [R2008-117 Exa] AGREEMENTS: (1 – Section 9 Research and Development) the parties jointly manage a Research & Development Program (Annually, the R&D Program will update the R & D Program Work Plan for inclusion in the Rate Setting and Services Guidelines & Annually, LRI will document that the level of spending on the R&D Program equaled the amount required in Section 9.2 and provide such documentation to the County); (2 – Section 10 Environmental Management System (ISO 14001)) implement an Environmental Management System (ISO 14001); (3 – Section 11 Performance Excellence) generate an annual report (the “Performance Excellence Report”) for publication, for posting on the County’s and LRI’s websites, and for circulation to the Pierce County Solid Waste Advisory Committee; (4 – Section 12 Education and Community Outreach) LRI will design and construct an Environmental Education Center on the LRI Landfill property (the “Education Center”); and, (5 – Section 13 Flow Control/Waste Diversion) As of March 1, 2009, the County Diversion Material shall consist of Yardwaste, but once the Company demonstrates to the County that it has the capability and capacity to handle Foodwaste, Foodwaste shall become a part of the County Diversion Program.	The 2008 Pierce County -- PCRCD dba LRI Waste Handling Agreement is the contract that helps Pierce County maintain the state waste disposal requirements. The County’s SHWMP is the policy document required by the state. RCW.70A.205.045 requires each county within Washington to prepare a coordinated, comprehensive solid waste management plan to arrange for solid waste and materials reduction, collection, and handling and management services and programs throughout the state, designed to meet the unique needs of each county in the state.
11	I come from Southern California and my Recycling was Paying CRV fee on each and every Beverage Purchased. California has Recycle Centers that allow News Papers, Plastics Bottles, Glass Bottles and Foil to be sold to the Recycle Center, which means not only would we get back the CRV fees we paid but extra for Recycling Foil, News Paper, Glass and Plastic Bottles. I believe the State of Washington should visit California and asked for Information regarding their Recycling Program.	<i>Chapter 5: Recycling</i> describes how all recycling systems are local. Pierce County will continue to follow legislation in the State of Washington that could affect local recycling programs.
12	PLEASE add pick up service for recyclable glass!!!!!! It is very difficult to get the glass to my recycling center by myself, and every other garbage service I've had in WA state offers glass pick up.	<i>Chapter 5: Recycling</i> (page 45) describes how it does not make environmental sense to have separate curbside glass routes.
13	We don't agree that plastic grocery bags are "single-use." We use them for all sorts of things, including storing our pairs of shoes in luggage when we travel.	Plastic bags that are thinner than the 2.25 mil gauge, commonly known as t-shirt grocery bags, are defined as "single-use." RCW 70A.530.010 defines "single-use plastic carryout bag" as any carryout bag that is made from plastic that is designed and suitable only to be used once and disposed.
14	We would like to "receive" email updates. . .	Comment noted

State of Washington - Department of Agriculture

15	After reviewing the preliminary draft of the <i>2021 Tacoma-Pierce County Solid and Hazardous Waste Management Plan (Plan)</i> , our agency does not see any current conflicting compliance issues related to the apple maggot quarantine, as prescribed in chapter 16-470-124 WAC.	Comment noted. Complete letter included in appendix.
Washington Utilities and Transportation Commission		
16	The Washington Utilities and Transportation Commission (Commission) has completed its review of the revised cost assessment questionnaire for the preliminary draft of the Tacoma-Pierce County Solid Waste Management Plan (Plan) submitted on September 14, 2021. While this plan does have a cost impact on customers, Tacoma-Pierce County is taking steps to improve its waste stream by studying what contamination is in the stream and where it is coming from so that the County can find ways to address it. This should help preserve the County's solid waste infrastructure. Commission staff has no further comment on the cost assessment questionnaire.	Comment noted. Complete letter included in appendix.
Department of Ecology - Section A: Revisions Required for Plan Approval		
17 (ECY 1)	Revised Code of Washington (RCW) 70A.205.045 (3) (c) & 7 (d) Six-year capital and acquisition projection and financing plan for capital and operational costs for the proposed programs: Incorporation of the web link to the updated Tacoma 2021-2026 Capital Improvement Plan 2021-2026 Final CFP.pdf (cityoftacoma.org) , and a specific reference to the solid waste section (pages 209-214) within appendix S, will fully address the above RCW. Appendix S also needs to be cross-referenced within chapter 1, Administration.	Updated link included and specific solid waste section referenced in <i>Appendix S</i> . <i>Appendix S</i> is also cross-referenced on page 23.
Department of Ecology - Section B: Recommended Revisions		
18 (ECY 2)	Referencing the Plan's applicable five-year time frame: To make it clear what years the Plan covers, we recommend the years in the Plan title be changed to 2022 to 2027. This will act as a reminder that the Plan needs to be reviewed at least every five years RCW 70A.205.075 As an alternative option, the 5-year time frame could be referenced in the Plan Introduction chapter within the "Process of Updating the Plan" subsection.	Added language about the Plan being revised every 5-years on page 6, end of second paragraph.
19 (ECY 3)	Background and context: It would be helpful to include more discussion of the operating and authorizing environment that helps define how solid waste is managed in the County. This could include descriptions of relevant legislation, including recently enacted laws related to plastics, the bag ban, the HEAL act, the Climate Commitment Act, etc. A good summary of some of these new developments can be found here - https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste . Most plans also include some discussion of ECY's solid and hazardous waste planning guidelines (that are woefully out of date, but what we have for now), etc. These	Recent relevant legislation is mentioned on page 10 and we have linked to Ecology's summary of legislation. Solid and hazardous waste guidelines are also linked to on page 6.

	help provide some context for what issues and topics are addressed in the Plan.	
20 (ECY 4)	Emerging Issues: Recommend updating sections related to recent state plans, studies, and SW-related legislation: Senate Bill 5022, and the Plastic Bag Ban. Please add information to the Plan describing recently enacted solid waste related-legislation. Senate Bill 5397, RCW 70A.245 Recycling, Waste, and Litter Reduction: You can add the new information about plastic packaging rules and timelines for the bans. Update information on “Plastic Packaging Senate Bill 5397” Senate Bill 5397 precedes Senate Bill 5022 which was codified in 2021 as Chapter 70A.245 RCW Recycling, Waste, and Litter Reduction. In addition to other regulations, this new law sets the following notable requirements: • Minimum Post-Consumer Recycled Content (PCR) Requirements. Minimum PCR content requirements are established for plastic beverage containers, trash bags, and household cleaning and personal care product containers. • Expanded Polystyrene Prohibitions. It is prohibited to sell or distribute in or into Washington three types of expanded polystyrene products: Portable containers designed for cold storage; Food service products; and Void filling packaging products. These restrictions apply beginning June 1, 2023, for void filling packaging products, and June 1, 2024, for cold storage containers and food service products. • Food Service Products on Request. Beginning January 1, 2022, food service businesses may only provide single-use utensils, straws, condiment packaging, and beverage cup lids only after affirming that the customer wants the product. • Information on Washington’s single-use plastic bag ban can be found here: https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Plastics/Plastic-bag-ban Note that the statewide bag ban went into effect on October 1st, 2021.	A general overview of state legislation is now provided via the link on page 10.
21 (ECY 5)	A locally defined plan amendment process is needed. I have attached an example from the 2021, Grays Harbor County SHWM plan. Recommend incorporation into the Administration Chapter or an additional appendix.	Amendment process is mentioned on page 6 and included in <i>Appendix X</i> .

22 (ECY 6)	Regionalization: The County/Tacoma relationship is highlighted throughout the plan and in section 1.2.13. We recommend including more discussion of the opportunities and potential benefits of regional planning between the County and its many other cities and between cities. Some of this is referenced in the CROP. This discussion and possibly new recommendations to explore these opportunities could be included in the Planning Area or Administrative Chapters.	Added more language about cities and towns on page 23 under section 1.2.13.
23 (ECY 7)	Chapter 7 (MRW) specifically section 7.5 (EPR Mercury Containing Lights) The following update is needed: Reference the sun setting of the LightRecycle program in the Plan. The LightRecycle product stewardship law will likely end in July 2026. We recommend including language that address this likely change. Some sample draft language and additional guidance on this topic can be found here.	Sunsetting of program mentioned on page 58.
24 (ECY 8)	Tires: Recommend expanding this section to highlight existing regulated tire storage facilities and current problems with unregulated sites. It is good to highlight L&S Tire recycling; the additional information would help complete the tire section. The additional below applicable laws and web link should also be referenced. •RCW 70A.205.400 – RCW 70A.205.460 — Solid Waste Management, Reduction and Recycling statute. Waste Tire Sections. These sections describe the funding for the waste removal account, waste tire storage and carrier requirements and pertinent penalties. •Washington Administrative Code (WAC) 173-350-355 — Solid Waste Handling Standards rule. Waste tire transportation section. This section details waste tire carrier requirements. Ecology’s waste tire page: https://ecology.wa.gov/Waste-Toxics/Business-waste/Manage-your-waste/Waste-tires Tire disposal is a problem across the State and more information would provide a more complete picture of how it is being address in Pierce County The additional RCW and WAC citations provided will provide the regulatory context for this work.	Additional information added on page 70, including link to Ecology's waste tire page.
25 (ECY 9)	Include a list of certified hauler phone numbers in Table 6 (Collection in Varying Jurisidictions...).	Phone numbers are included on page 76.
26 (ECY 10)	Include a periodic Plan check-up in your implementation plan: To ensure the Plan is kept in current condition, we recommend you include an action item in your implementation plan to periodically perform a “Plan check-up” during its implementation period. We suggest this be done annually with your SWAC and that you share the results of your checkup with Ecology. More details on the value of this kind of review and some suggested items to cover during the check-up can be found here.	Mentioned on page 22 in SWAC section under 1.2.6.

Department of Ecology - Section C: Minor Edits		
27 (ECY 10 - repeated)	• 7.3.1 first paragraph – SGQ should be SQG • 7.3.2 first paragraph – Grammar – UWRs or The UWR is intended? • 7.6.1 second paragraph – MWRs should be MRWs • 7.6.3 third paragraph first sentence - May want to add - not to exceed the accumulation of 2,200 pounds. • 7.6.3 Pierce County-Purdy second paragraph – First sentence is awkward - The site is owned by Pierce County and managed by LRI collection services were discontinued in 2017 due to limited funding. – Collection services were discontinued in 2017 due to limited funding should either be a new sentence or there should be a coma after LRI. • 7.6.6 Digital Resources and Guidance – last sentence - Grammatical – electronic should be electronics • 7.6.8 Business Technical Assistance – LSWFA - I do not believe that this acronym has been identified yet in this chapter - Local Solid Waste Financial Assistance. May also want to add - this grant is discussed further in 7.6.11 Program Financing. • 7.7 third paragraph – and EPR should be an EPR	All edits completed.
28 (ECY 11)	• 10.2.5 end of second sentence –typo – the-ounty • 10.3.2 Scenario 1 first sentence – Is it supposed to be 2040? • 10.4 How can Pierce County and the City of Tacoma continue to meet the system’s solid waste transfer needs as population grows? - It is already in County-owned and is expected – Reword	Necessary edits completed.
Cities and Towns		
29	City of Lakewood: Consider including Action Items directly addressing both illegal dumping and the need to service refuse produced by homeless encampments.	Addressed in Administration Action 7 about illegal dumping.
30	City of Lakewood: Action Items related to public outreach campaigns for targeted audiences, such as low-income communities, echo the City’s recent efforts in climate change public outreach in low-income communities. The City has found the process challenging and expensive, with limited outcomes. A collaborative, inter-governmental approach is needed.	Comment noted. This is talked about broadly in <i>Chapter 3: Public Outreach</i> on page 36.
31	City of Lakewood: As garbage rates increase, the City would like to see what rates look like and how rates are applied to ratepayers, especially if a fee structure is implemented where low-income ratepayers receive a discount. The City has seen a rise in illegal dumping and the use of haulers in violation of current waste contracts due to rate increases over the years.	This will be part of Administration Action 6.
32	City of Lakewood: The stakeholder roundtable (Administrative Action 3) and the Solid Waste Advisory Committee should convene together, at least twice annually, in order to ensure alignment between the two bodies.	The Introduction addresses this on page 17 under "Stakeholder Roundtable." Results of condition and trends analyses or recommendations resulting from the stakeholder roundtable sessions

		should be summarized and shared with the Pierce County Solid Waste Advisory Committee (SWAC) and published for community review and education.
33	City of Lakewood: More details in the future concerning the use of rail to divert refuse from the County landfill, such as logistics, cost, construction of new transfer stations, inter-state agreement terms, and political feasibility.	This is the focus of Transfer and Disposal Action 2.
34	City of Lakewood: The City recently adopted a climate change comprehensive plan element, which interfaces with the Plan along key dimensions such as waste reduction, recycling, energy efficiency, and education of public on improving the waste stream. There are opportunities for the Plan's Action Items and the City's climate change programs to interact and provide synergy with each other.	Comment noted.
35	City of Lakewood: Finally, the City acknowledges that solid and hazardous waste management is a multidimensional issue that incorporates political, institutional, social, environmental, and economic aspects. Improving waste management requires significant efforts to raise public awareness, increase funding, build expertise, and invest in infrastructure. To make progress the County will need to work with communities, especially underserved and underrepresented communities, and embrace new systems that are participatory, integrated, complex, and adaptive. The County should prioritize flexibility and agility, as a community's waste management needs are subject to change. Overall, the Plan incorporates these elements, but will require regular review and revisions throughout the 20-year timeframe.	This is one of our core principles - "Resilient." Also, in accordance with RCW.70A.205.075 this plan will be reviewed and revised every five years.



STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE

Division of Plant Protection
P.O. Box 42560 • Olympia, Washington 98504-2560 • (360) 902-1800

October 7, 2021

Ryan Dicks
Sustainable Resources Administrator
Pierce County Sustainable Resources Division
2702 S 42nd St, Suite 201
Tacoma, WA 98409-7322

David Pater
Solid Waste Management Program
Ecology SW Regional Office
300 Desmond Drive SE
Lacey, WA 98503

Dear Mr. Dicks and Mr. Pater,

After reviewing the preliminary draft of the *2021 Tacoma-Pierce County Solid and Hazardous Waste Management Plan (Plan)*, our agency does not see any current conflicting compliance issues related to the apple maggot quarantine, as prescribed in chapter 16-470-124 WAC.

Thank you for providing our agency with the opportunity to comment on the Tacoma-Pierce County Plan. RCW 70A.205.060 requires the Washington State Department of Agriculture to review preliminary draft solid waste management plans for any increased risks of introducing a quarantine plant pest or disease into a pest free area.

Regards,

A handwritten signature in cursive script, appearing to read "Amy Clow".

Amy Clow
Quarantine and Rules Coordinator
WSDA Plant Protection Division

cc:
Greg Haubrich, WSDA Pest Program Manager
Peter Guttchen, Department of Ecology
Peter Lyon, Department of Ecology

Service Date: October 28, 2021



STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

621 Woodland Square Loop S.E. • Lacey, Washington 98503

P.O. Box 47250 • Olympia, Washington 98504-7250

(360) 664-1160 • TTY 1-800-833-6384 or 711

October 28, 2021

Ryan Dicks
Pierce County Sustainable Resources Administrator
2702 S 42nd St, Suite 201
Tacoma, WA 98409

**RE: Tacoma-Pierce County Solid Waste Management Plan Cost Assessment Questionnaire
TG-210724**

Dear Ryan Dicks:

The Washington Utilities and Transportation Commission (Commission) has completed its review of the revised cost assessment questionnaire for the preliminary draft of the Tacoma-Pierce County Solid Waste Management Plan (Plan) submitted on September 14, 2021.

The cost assessment questionnaire in the 2021-2026 Plan proposes changes to tip fees at the transfer stations located in Tacoma-Pierce County. As a result, there will be rate impacts to ratepayers served by regulated solid waste collection companies in Tacoma-Pierce County the impacts are shown in the table below.

	2021	2022	2023	2024	2025	2026	Total
Projected Disposal Fees							
Per Ton Disposal Cost	\$168.51	\$170.34	\$171.64	\$171.22	\$172.82	\$174.71	
Per Ton Increase		\$1.83	\$1.30	\$-0.42	\$1.60	\$1.89	\$6.20
Projected Rate Increases							
<i>Residential</i>							
Monthly rate for one 32-gallon can per week service		\$0.13	\$0.10	\$0.00	\$-0.03	\$0.14	\$0.47
<i>Commercial</i>							
Monthly rate for one-yard per pick up service		\$0.69	\$0.49	\$0.00	\$-0.16	\$0.72	\$2.44

Existing collection services are solid waste, curbside recycling, and compostable waste (yard waste). Single stream recycling is in place throughout the county, but glass is now only collected at the county recycling drop off locations (the county has 32 such locations) and is no longer part of the curbside collection. The glass that is collected by the county is taken to a processor who

Respect. Professionalism. Integrity. Accountability.

uses it to produce new glass products. Pierce County Code Chapter 8.29.030 specifies the minimum levels of curbside service within the County and requires cardboard, metal cans, mixed-waste paper, newspaper, plastic bottles, and jars are to be collected in curbside recycling within the County.

Tacoma-Pierce County has produced a Contamination Reduction and Outreach Plan. This plan identifies issues within the recycling stream so that cities and the county can address these items. Since 2015, the County has focused on creating a uniform messaging of recycled materials, having similar coloring of collection containers, so it is easy to identify what items should be placed in the collection container. There has also been targeted outreach to multi-family residences as the study found multi-family residences throw away twice as many recyclables as a single-family household and that on average 20 percent of multifamily solid waste could be recycled. In the City of Tacoma a “three strikes and you’re out” policy where the first major contamination offense results in a cart tag, the second offense results in a cart tag and a call from the route supervisor, and the third offense results in a cart tag and another call from the route supervisor who at this point has the right to remove the cart, and the resident has to pay a setup fee to get it back.

While this plan does have a cost impact on customers, Tacoma-Pierce County is taking steps to improve its waste stream by studying what contamination is in the stream and where it is coming from so that the County can find ways to address it. This should help preserve the County’s solid waste infrastructure.

Commission staff has no further comment on the cost assessment questionnaire. Please direct questions or comments to Scott Sevall at (360) 664-1230 or by email at ssevall@utc.wa.gov.

Sincerely,

AMANDA MAXWELL
Executive Director and Secretary

cc: David Pater, Department of Ecology, Solid Waste Planner

Chapter 8.28

SOLID WASTE MANAGEMENT

Sections:

8.28.010 Adoption of Comprehensive Solid Waste Management Plan.

8.28.020 Review and Revision.

8.28.030 Copies Available.

Cross-reference: Chapter 70.95-70A.205 RCW

8.28.010 Adoption of Comprehensive Solid Waste Management Plan.

Pursuant to the provisions of Chapter 70.95-70A.205 RCW, the ~~Year 2000 Update to the Tacoma-Pierce County Solid Waste Management Plan as amended by the 2016 Supplement~~ 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan is hereby adopted as the County's comprehensive solid waste management plan.

8.28.020 Review and Revision.

The 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan shall be maintained, reviewed and revised as required periodically by Chapter 70.95-70A.205 RCW. All revisions for Pierce County shall be adopted by and through the ordinance procedure of the Pierce County Council.

8.28.030 Copies Available.

The most recent version of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan shall be available for inspection and copying at the offices of the Pierce County Planning and Public Works Department during normal business hours or shall be available for purchase for the cost of printing or as determined by the Pierce County Executive.



SUBJECT: Resolution No. 1634 - Extension of Capital Facilities Plan

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1634 - Extending the term of the 2015 Capital Facilities Plan to 2024

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

Resolution No. 1634 would extend the current 2015 Capital Facilities Plan to 2024 thereby giving staff time to update the plan more completely during the 2024 Comprehensive Plan Periodic Update. This extension would add 2 years to the current 6-year plan that expired in 2021. Capital improvement plans and financing were updated for this extension for water, stormwater, and sewer facilities; parks and trails; and general government facilities. The document also references the latest 6-year Transportation Improvement Plan (TIP) and school district impact fees. It is necessary to extend the CFP to be eligible for grants and other funding options for capital projects.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee

MEETING/STUDY SESSION DATE: 8/3/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve Resolution 1634 extending the term of the 2015 Capital Facilities Plan to 2024, and incorporating other minor updates.

**RESOLUTION NO. 1634
CITY OF SUMNER, WASHINGTON**

**AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING AN TIME EXTENSION TO THE 2015-2021 CAPITAL FACILITIES PLAN.**

WHEREAS, the Washington State Growth Management Act, per RCW 36.70A.070(3) mandates that the Comprehensive Plan contain a capital facilities plan element consisting, among other requirements, at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and

WHEREAS, the City of Sumner Capital Facilities Plan was updated and adopted in July 2015 with a six-year term; and

WHEREAS, the City of Sumner City Council desires to extend the existing Capital Facilities Plan to 2024 modified slightly to include current capital improvement plans for the following facilities: sanitary sewer, water, stormwater parks, transportation and general government (e.g. City Hall); and

WHEREAS, the extension would also include a current Capital Facilities Plan from the Sumner-Bonney Lake School District (2021-2027) and the Dieringer School District; and

WHEREAS, the City of Sumner, per RCW 36.70A.130, will be completing a mandatory periodic update to the City's Comprehensive Plan by June 30, 2024 and this will include a full update to the Capital Facilities Plan, bringing both plans onto the same time frame; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON AS FOLLOWS:

Section 1. That the term of the adopted 2015 Capital Facilities Plan, Exhibit A, attached hereto and incorporated by reference is hereby extended to 2024.

Section 2. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 15th day of August, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez



CITY OF
SUMNER
WASHINGTON

Capital Facilities Plan



Extended to 2024 per Resolution No. 1634
Adopted August 15, 2022

2015-2021

July 2015

www.ci.sumner.wa.us

MAYOR
Dave Enslow

SUMNER CITY COUNCIL

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Bill Pugh, Public Works Director
Kassandra Raymond, Financial Services Manager
Brad Moericke, Police Chief

SUMNER PLANNING COMMISSION

Cynthia Bush
Amanda Robbert
James Storey
Tom Powers
Josh Hamilton
Jon Swanson
Tom McDermott

What is the Capital Facilities Plan for the City of Sumner?

This Capital Facilities Plan (CFP) is a supporting document to the Comprehensive Plan. The CFP identifies what public facilities and services are needed for the planned growth and how to finance them. It evaluates existing infrastructure and levels of service for government facilities, water facilities, sanitary sewer, storm water, parks, public streets, fire facilities and public school facilities. With a set of capital projects and financial plans to carry them out, a CFP provides a clear path forward for infrastructure expansion. The CFP also ensures that infrastructure improvements are provided at the same time as development (“concurrent”) as required by state law.

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INTRODUCTION

The 1990 State Legislature approved the Growth Management Act (GMA), which directs local government to control and manage growth. The State Legislature recognized that uncoordinated and unplanned growth, together with a lack of common goals, could impact the environment and effect economic development and the high quality of life for Washington citizens.

GMA has significant requirements in the areas of facilities planning and capital improvement financing. GMA is to ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use, without decreasing current levels of service below locally established minimum standards.

The requirements for preparing a capital facilities plan under GMA have changed the way comprehensive planning generally has been done. Both the transportation element and the capital facilities element reinforce the requirement that comprehensive plans prepared according to GMA be realistic. The requirements for setting level of service standards, inventories and forecasts of existing and needed capital facilities, six-year financing plans, and concurrency all require a more complex level of planning than what existed prior to GMA.

The Sumner Capital Facilities Plan (CFP) is a document that provides a list of proposed major capital expenditures throughout the City. It also provides a multi-year look at the strategies and financing requirements for major capital programs. The plan projects needs six years into the future for major construction, infrastructure improvements and land acquisition, in addition to machinery and equipment purchases. The plan then provides a funding strategy and projected funding scenarios for each succeeding year. A CFP makes good business and planning sense.

The following are some of the benefits of a CFP:

- It provides policy makers with a current and future view of the capital needs
- It provides a mechanism for assessing the financial ramifications of funding or not funding programs
- It provides an opportunity to combine similar projects across departmental lines
- It supports good management that demonstrates the need for facilities and the need for revenues to pay for them
- It provides accessibility to various sources of revenues (i.e. grants, Public Works Trust Fund, impact fees, real estate excise taxes) that require a CFP in order to qualify for the revenue

The City of Sumner is responsible for providing facilities and services which are needed by the residents and businesses of the City for a safe, secure, and efficient environment within which to conduct their affairs. GMA defines public facilities to include: streets, roads, highways, sidewalks, street and road lighting systems, and traffic signals; domestic water systems; storm and sanitary sewer systems; parks and recreational facilities; and schools. It further defines public services to include fire protection and suppression, law enforcement, public health, education, recreation, environmental protection, and other governmental services.

As provided in GMA, capital facilities plans are a required part of the Comprehensive Plan and are to provide capital facilities for land development that is envisioned or authorized by the Land Use element. Capital facilities planning is grounded in local decisions. The City of Sumner defines what

constitutes a capital facility, sets overall levels of service, differential levels of service, contingencies, etc. based on local desires and needs. The capital facilities plan is meant to coordinate and provide consistency among the many plans for capital improvements, various master plans and other studies. It should insure the timely provision of adequate facilities as required by GMA.

The CFP is the element that makes the rest of the Comprehensive Plan come to life. By funding projects needed to maintain levels of service and for concurrency, the CFP determines the quality of life in the community. The requirement to fully finance the CFP provides a reality check for the vision of the Comprehensive Plan.

Planning for capital facilities is a complex task. First, it requires an understanding of future needs; second, it must assess the various types of capital facilities that could be provided, and identify the most effective and efficient array of facilities to support the needed services. Finally, it must address how these facilities will be financed.

Planning what is needed is itself only a beginning. Planning how to pay for these needs is another step. Only so much can and will be afforded. Securing the most effective array of facilities in light of limited resources and competing demands requires coordination of the planned facilities and their implementation. It also requires a thorough understanding of the fiscal capacity of the City to finance these facilities. Financial planning and implementation of capital facilities cannot be effectively carried out on an annual basis, since often the financing requires multi-year commitments of fiscal resources. As such, this plan is long-range in its scope.

Prioritization of the various projects has been done to set the funding package together. Each project proposal is matched against criteria.

That criterion (in order) is:

- A legal or statutory requirement for carrying out the improvement (a legal mandate)
- An emergency repair
- A continuation of multi-year projects (contractual obligations, etc.)
- Implementation of legislative (Council) goals and objectives
- Ability to leverage outside sources (grants, mitigation, impact fees, low interest loans, etc.)
- An enhancement of or general repair of existing facilities
- An acquisition and development of new facilities

For financial and accounting purposes, municipal operations are divided into two broad categories: general governmental, and enterprise.

1. General governmental activities are primarily tax and user fee supported, while
2. Enterprise activities rely primarily on fees generated from the sale of goods and services for their operations (rate payers).

Capital improvements for police, fire, parks, administration, and transportation are traditionally general governmental in nature, while water, sanitary sewer, storm drain and cemetery are enterprise.

Capital funding for both general governmental and enterprise categories emanates primarily from operating revenues, with grants, local improvement districts, latecomer, and impact fees frequently contributing substantial sums towards capital construction. General governmental and enterprise operations both use such debt financing strategies as bonding and leasing to help fund improvements like water, sewer, and storm drain rates or raising the connection charges or system development charges. In the general governmental area, however, Washington State law limits the revenue sources that municipalities can use, the tax rates and the amount of general obligation debt capacity that can be issued to raise funds for capital improvements.

As a result of GMA, through proper legislation of the City Council, impact fees for various areas can be established. They include:

- public streets and roads;
- publicly owned parks, open space and recreation facilities;
- school facilities; and
- fire protection facilities in jurisdictions that are not part of a fire district

The City of Sumner has adopted a Traffic Impact Fee (TIF) and school impact fees and adopted mitigation fees for parks, trails, and fire protection.

PLAN GUIDE

Each section of the plan (i.e. General Government, Transportation, Water, Sewer, and Storm Drainage) has a financial plan.

That financial plan:

1. prioritizes each project based upon the criteria mentioned earlier; and
2. lists all of the sources of revenues.

Each project has an individual worksheet that gives the overall cost of the project and the individual revenue sources. These worksheets may or may not be scheduled for construction in the same year as the financial plan indicates. That would depend on funding available from the various sources and coordination of construction projects. Other elements to be discussed in the plan include concurrency, existing infrastructure, school district plans, levels of service and planning assumptions.

1. CONCURRENCY OF CAPITAL FACILITIES

1.1 Introduction

Concurrency is a requirement that the capital facilities needed to serve new development are available concurrent with the impact of the new development on the community. This can be accomplished in a number of ways. It is based on maintaining a “level of service” (LOS) for these facilities that is adopted by the community in its comprehensive plan.. In specific terms, the “concurrent” capital facilities must be constructed or have strategies in place (such as an impact fee program) at the time the new development is ready for occupancy. Alternatively, it is possible for a city to accept a performance bond to install the concurrent facilities within a six-year period of time after occupancy of the development. Concurrency is a comparison of the infrastructure needed by the new development (example: 4 lane road) to the existing infrastructure in place (example: 2 lane road) and providing for the construction of the new facilities needed (additional 2 lanes of road).

When concurrency is applied to a specific development, one of two outcomes is possible:

Outcome 1

When a new development requires capacity of capital facilities that are already in place, then that development has satisfied the concurrency test. Development and occupancy can then proceed.

Outcome 2

When a new development requires capital facilities that do not exist in order to maintain an adopted level of service, then that development does not satisfy the concurrency test. The new enhanced capital facilities must be strategized for, constructed, or bonded. Costs of the new facilities will be borne by the developer’s fair share impact, the City, and possibly other parties participating in the installation of facilities.

1.2 Concurrency — What is it?

Concurrency is synonymous with the provision of adequate public facilities for a particular development project. GMA gives numerous statements of standards to follow:

GMA Planning Goals 12 (RCW 36.70A.020)

“ . . .public facilities and services. . . shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.”

Subdivisions (RCW 58.17.110 (2))

“A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainageways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds. . .”

Comprehensive Plans - Mandatory Elements (RCW 36.70A.070 (6)(b))

“ . . . local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of services on a locally owned transportation

facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development . . . For the purposes of this subsection, 'concurrent with the development' shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years."

Impact Fees. (RCW 82.02.050 (1)(a))

"...It is the intent of the legislature . . . To ensure that adequate facilities are available to serve new growth and development."

Interpretations on Concurrency. (WAC 365-195-070 (3))

"...concurrency should be sought with respect to public facilities in addition to transportation facilities. ...Concurrency describes the situation in which adequate facilities are available when the impacts of development occur, or within a specified time thereafter. With respect to facilities other than transportation facilities and water systems, local jurisdictions may fashion their own regulatory responses and are not limited to imposing moratoria on development during periods when concurrency is not maintained.

1.3 Concurrency Applied

The Comprehensive Plan and Transportation Plan address concurrency in a number of policies and sections. The Capital Facilities Element of the Comprehensive Plan sets forth the following policies and objectives relating to concurrency:

- 1.3.1 Ensure new public facilities and services to support new development are provided concurrent with the development.*
- 1.3.2 Develop procedures to ensure that public facilities and services necessary to support development and established Levels of Service are available at the time of development.*
- 1.3.3 Work with other service providers and adjacent jurisdictions to coordinate service provision and improvements to capital facilities.*
- 1.3.4 Coordinate with adjacent jurisdictions through joint planning to ensure service provision and development is consistent with the goals of this plan.*
- 1.3.5 Generally make new development responsible for providing the services necessary to support the demands created by the development.*
- 1.3.6 Encourage infill development which takes advantage of existing public facility capacity.*
- 1.3.7 Establish and maintain a current 6-year capital improvement plan to finance the necessary capital improvements identified in the applicable capital facility plans.*

The Transportation Element of the 2014 Comprehensive Plan sets forth the following policies relating to concurrency:

- 1.3.8 *Transportation improvements or strategies shall be constructed to ensure that an adequate transportation system is in place to serve increased travel demands. Concurrency shall be defined as having a financial commitment in place to resolve the deficiency within six years. Concurrency will be implemented as part of the City's development review process under SEPA. The City will not approve new developments unless the LOS standards are met.*

The City will not apply concurrency adopted on SR 167, a designated Highway of Statewide Significance (HSS), or its interchanges (per HB 1487).

Exceptions to concurrency also will be provided at the following locations in the City until improvements identified in the transportation plan are funded and constructed:

- *On SR 167, a designated HSS, or its interchanges (per HB 1487);*
- *On SR 410, SR 162, or the three interchanges of SR 410 state highways serving the City (Traffic Avenue, SR 162, and Sumner-Tapps Highway);*
- *The Traffic Avenue/Main Street/Fryar Avenue intersection;*
- *The East Valley Highway/Forest Canyon Road or East Valley Highway/8th Street E intersections; and*
- *The Pacific Avenue/West Valley Highway corridor or Bridge Street*

The above exceptions from denial under concurrency are identified since these corridors are affected by significant regional traffic growth and require regional funding solutions. Until improvements identified in the Transportation Plan are able to be implemented using State, other regional, and local funding, congestion will be allowed to occur. The City will review potential impacts and identify appropriate mitigation through impact fees (if adopted) and SEPA. The City will coordinate with the Washington State Department of Transportation (WSDOT) on identifying appropriate mitigation along SR 162 and at the interchanges of SR 410.

1.4 Absence of Concurrency

If a particular development fails to meet levels of service or other plan performance measures, development standards, impact or mitigation fee charges, then that development should not be permitted for construction or occupancy. Furthermore, the City may enact a moratorium on new development if the level of service is not being met or will not be met in six years.

1.5 Capital Facilities Defined

GMA requires a jurisdiction's capital facilities plan to discuss what existing capital facilities are owned and identify their locations and capacities. For the purposes of this CFP a capital facility means a structure, improvement, piece of equipment, or other major asset that has a useful life of at least 10 years, costs at least \$35,000 and has a specified level of service defined by the Comprehensive Plan. These capital facilities are provided by or for public purposes and services and are limited to: potable water, sanitary sewer, stormwater, parks and open space, police, fire, public schools, streets and sidewalks, general government, and Public Works shops. **Table 1-1** illustrates what types of structures, improvements, equipment, and other major assets may be considered "capital facilities."

Table 1-1 — Capital Facilities

Facility	Improvements, equipment, etc.
Potable Water System	New well/Springs Water tanks Treatment facilities/buildings Transmission/distribution pipeline system
Sanitary Sewer	Wastewater Treatment Plant Pump stations & standby generators Sewer collection and conveyance system
Stormwater	Regional detention/Treatment facilities Subdivision detention/treatment facilities (public) Pipeline/open channel conveyance systems
Parks and Open space	Purchase of park property Construction of park facilities Construction of trail facilities
Police	Expansion of City Hall
Fire	Expansion of fire station Construction of new fire station Purchase of apparatus over \$35,000 in cost
Public Schools	New school/administration buildings Expansion of schools
Streets and Sidewalks	Arterial street improvements Collector, residential & neighborhood streets Intersection improvements including traffic signals Sidewalks Traffic calming and street amenities and roundabouts
General Government	Expansion of City Hall
Public Works Shops	Expansion of Public Works shops buildings or site Purchase of major piece of equipment over \$35,000 in cost (backhoe, etc.)

2. EXISTING CITY OF SUMNER INFRASTRUCTURE

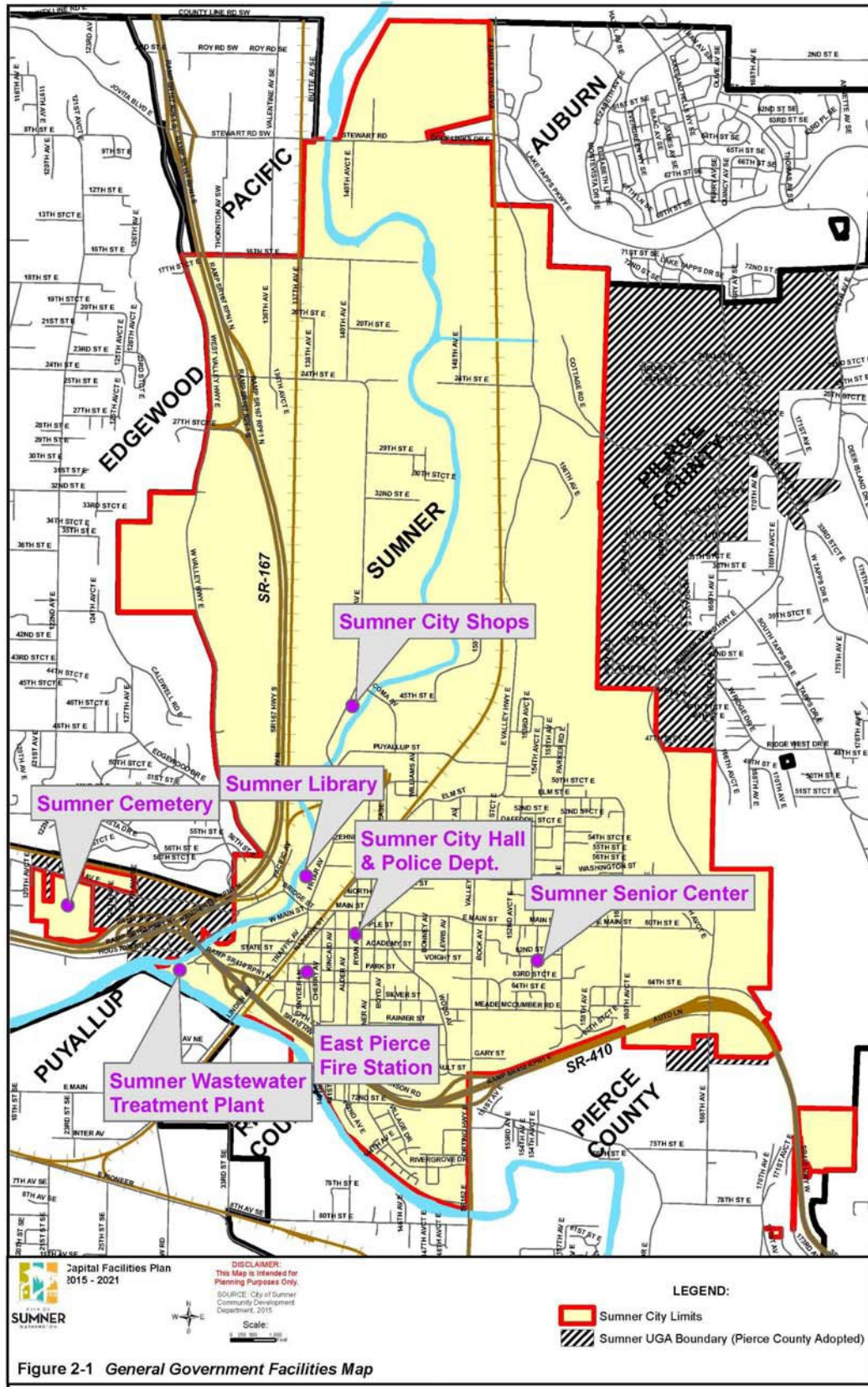
2.1 Introduction

This chapter contains a summary of capacities and locations for existing capital facilities owned by the City of Sumner, East Pierce Fire & Rescue (EPFR) and the school districts.

2.2 General Government Facilities

2.2.1 General Government Buildings

General government facilities are mainly housed in City Hall at 1104 Maple Street (see **Figure 2-1**) City Hall houses offices for Administration, Municipal Court, Finance, Community Development, City Attorney, Human Resources, and Public Works Department. The City Hall building area housing these services is 14,577 square feet (this does not count the Police Department that is also in the same building; see discussion in **section 2.2.2**).



The current level of service for these facilities is outlined in **Table 2-1** below:

Table 2-1 — City General Government Buildings

Facility	Building Area (s.f.)
General Government	14,577
Police	7,654
Public Works Shops	17,136
Total	39,367

2.2.2 Police Facilities

The Police Department presently employs 19 FTE Commissioned Officers, 4 FTE Special Commissioned Officers and 5 FTE civilians for a total of 30 FTEs. Police also includes oversight of the Animal Control. Police Department Headquarters are in Sumner City Hall at 1104 Maple Street. Officers circulate throughout the City on patrol and respond to calls from a dispatch center in Puyallup.

The police facility in City Hall currently houses the communications center, holding cells, conference room, locker facilities, and sundry offices for a total area of 7,654 square feet (see **Table 2-1**). Jail facilities are provided through an inter-local agreement with the City of Puyallup. Animal Control is provided by the city as Metro Animal Services, which also serves the communities of Bonney Lake, Edgewood, Milton, and Puyallup through an inter-local agreement.

Animal control shelter is located at 1200 39th Ave S.E. in Puyallup and contains a combination of 16 kennels for dogs and 47 for cats. These include kennels for housing adoptable pets, stray dogs, and quarantine facilities. In the day to day operations these kennels may be used for different needs depending on demand. For instance, cat kennels can be used for small dogs.

2.2.3 Public Works Shop Facilities

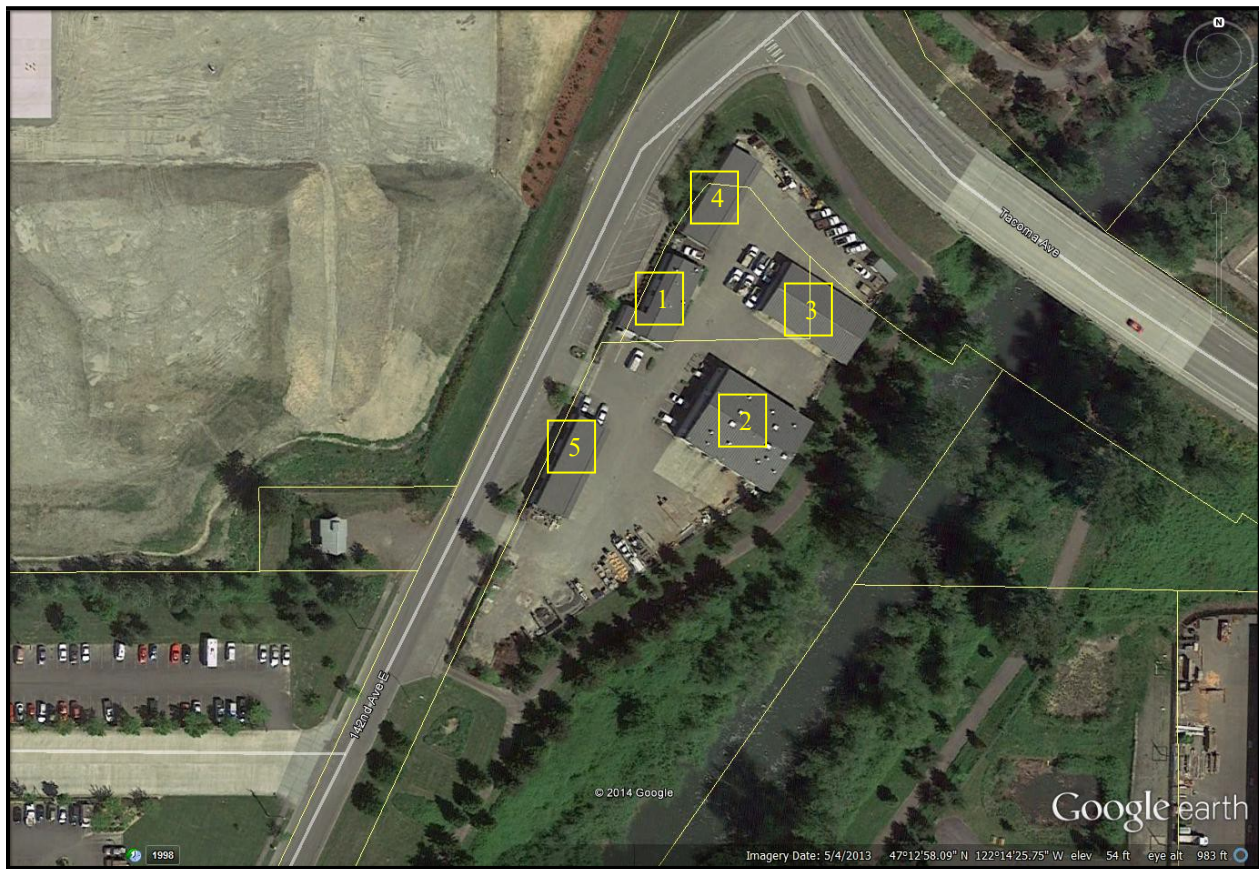
The Public Works shops are located at 4711 142nd Ave E. (See **Figure 2-2**) on approximately 8.35 acres and were constructed in 2000. This facility is made up of five buildings totaling 17,136 square feet and summarized in **Table 2-2** below.

Table 2-2 — Public Works Shop Buildings

Building No.	Description	Size (s.f.)
1	Offices, meeting rooms, restroom, lockers	2,520
2	Vehicle wash, repair, storage, sign shop, welding/fab shop.	5,880
3	Vehicle storage	4,032
4	Vehicle storage	2,352
5	Material storage (pipe, etc.)	2,352
Total		17,136

Source: City of Sumner Community Development Department

Figure 2-2 — Public Works Shop Facilities



2.3 Water Facilities

A schematic of the Sumner Water System is in the *Sumner Water System Plan Update, November 2009* and shows size and location of pipes. The reader is directed to this large format map for a complete inventory of the system.

2.3.1 Service Area

The Sumner water utility service area is situated in the Puyallup/White River basin and is adjoined by the water services areas of the City of Bonney Lake, the Mountain View neighborhood, the City of Edgewood, the City of Puyallup, the Valley Water District, the City of Auburn, Tacoma Water, and the City of Pacific. The Sumner water system has interties with both Pacific and Puyallup that are meant to be utilized for emergencies and do not provide water for daily demands. The future Sumner water service area, which is shown in **Figure 2-3**, is consistent with the *Pierce County Coordinated Water System Plan* and is located entirely within the Urban Growth Area (UGA) boundary established by Pierce County.

Table 2-3 — Water Source Capacities

DOH ID Number	Source Name	Source Type	Source Capacity (mgd)
SO 1	Sumner Springs	Free-flowing spring	1.15
SO 2	Weber Springs	Free-flowing spring	¹
SO 3	Elhi Springs	Free-flowing spring	0.13
SO 4	County Springs	Free-flowing spring	0.71
SO 5	West Well	Artesian Well	0.36
SO 6	South Well	Artesian Well	1.01
SO 7	Dieringer Well	Artesian well	0.36
TOTAL			2.57

Source: Water System Plan, 2009

¹ Flow from Weber Springs combines with Sumner and County Springs.

2.3.2 Water System Source

Sumner currently uses seven potable water sources, including four springs (County Springs, Sumner Springs, Weber Springs and Elhi Springs) and three wells (South Well, Dieringer Well and West Well). The Sumner potable water sources physical capacity inventory is in **Table 2-3**. These water sources are also served by chlorination facilities.

2.3.3 Water System Storage

The City has five (5) storage tanks all but one being gravity fed with a total storage capacity of 5.398 million gallons; a summary of storage information is provided in **Table 2-4**. The tanks are in good condition, and in 1998 a 2.0 million gallon concrete post-tensioned cable wrap tank was constructed on the east hill to provide adequate fire flows to the North Sumner Industrial area. The 1.0 million gallon welded steel tank at Sumner Springs was refurbished and repainted (inside and out) in 2002. The 2.0 million gallon welded steel south tank was repainted in 2005. The Sumner Viewpoint tank was constructed in 2006 to serve a 120 lot subdivision.

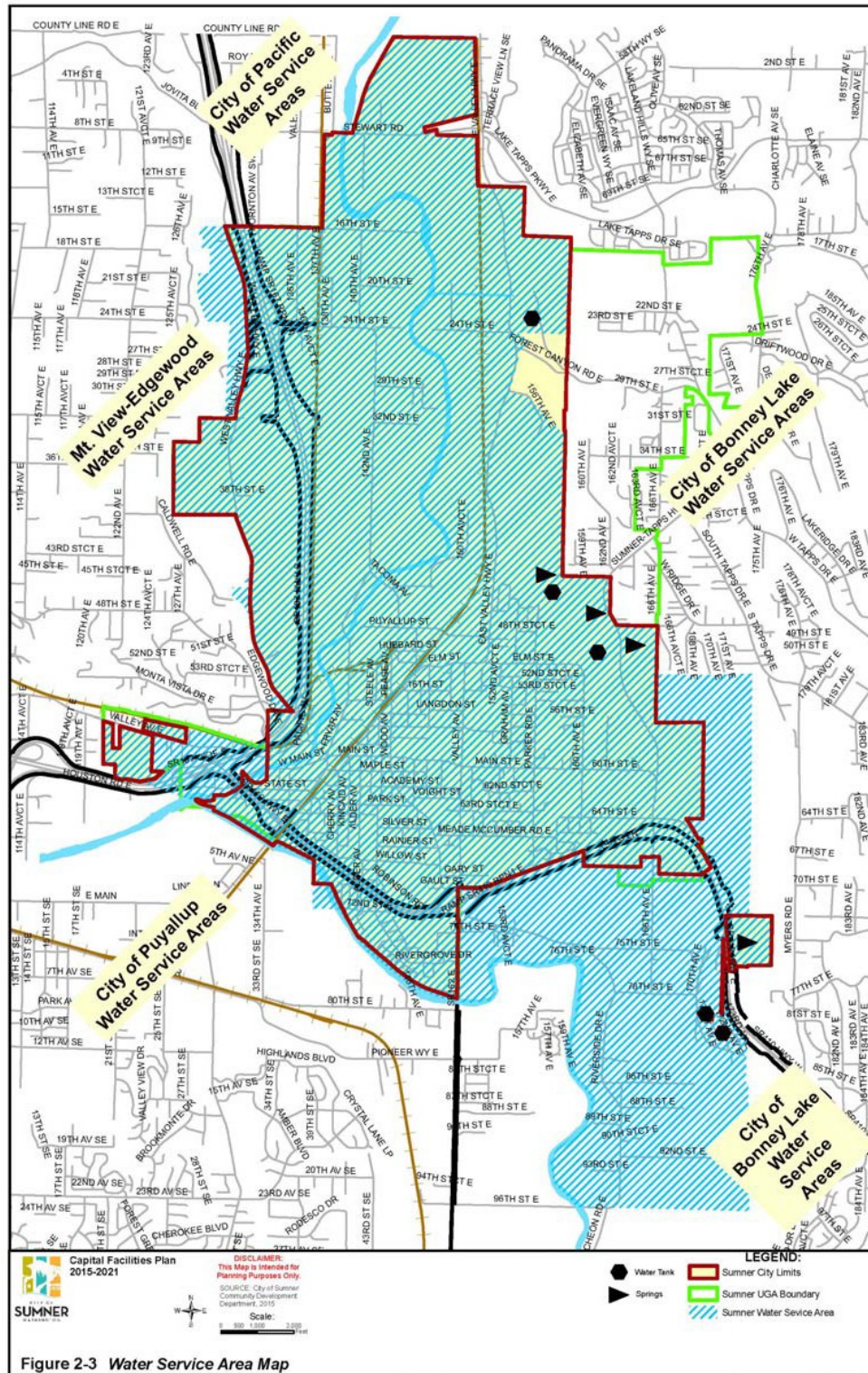


Table 2-4 — Water System Storage Information

Name	Functions	Total Volume	Working Volume¹	Dimensions (Diameter)	Height (feet)	Overflow Elevation (feet)	Floor Elevations (feet)	Condition
Sumner Springs Tank Built in 1956 (steel) Repainted in 2002	Storage, Chlorine Contact	1.0 MG	1.0 MG	81 ft.	26.0	234.0	208.0	Good
County Springs Tank Build in 1986 Cast in place concrete	Primarily Chlorine Contact	68,000 gal	66,000 gal	20 ft.	28.0	234.0	207.0	Good
South Tank Built in 1973 (steel) To be repainted in 2005	Storage	2.0 MG	2.0 MG	104 ft.	104.0	234.0	202.0	Good
North Tank Built in 1998 Concrete post-tensioned	Storage	2.0 MG	2.0 MG	120 ft.	24.23	234.0	210.0	Good
Sumner Viewpoint Built in 2006	Storage, high pressure zone	330,000 gal	193,000 gal	26 ft.	85.00	392.00	310.0	Good

Source: Water System Plan, 2009

¹To overflow elevation.

2.3.4 Distribution System

The distribution system piping ranges in size from a 2 to 18-inch diameter. The 85 miles of pipe also vary in age and material; most of the pipe installed before 1960 is cast iron with packed joints or small diameter steel pipe while the pipe installed between 1960 and the mid-1980s is mostly asbestos cement pipe with O-ring rubber gasket couplers. All new water mains installed since the mid-1980s is Class 52 ductile iron pipe. All three pipe materials have a long design life. The system has a sufficient number of in-line valves to isolate small sections, in an effort to reduce the number of services out of water during repair events. Detailed maps of the distribution network are maintained and updated by the City. These water system maps show pipe diameters, pipe material, locations of hydrants, valves, and abandoned pipes, and give the year of installation for most pipes. **Figure 2-4** is derived from these maps, and shows the distribution network and other water system features as they currently exist. The approximate length and percentage of each pipe size in the distribution network is listed in **Table 2-5**.

Table 2-5 — Water System Distribution Network Inventory (November 2001)

Pipe Sizes (Inches)	Length (Feet)	Percentage of Total System
2	6,282	1.4
3	1,339	0.3
4	6,177	1.4
6	110,920	24.9
8	144,590	32.4
10	3,701	0.8
12	150,829	33.8
14	11,391	2.6
16	5,217	1.2
18	5,557	1.2
Total:	446,003	100.0

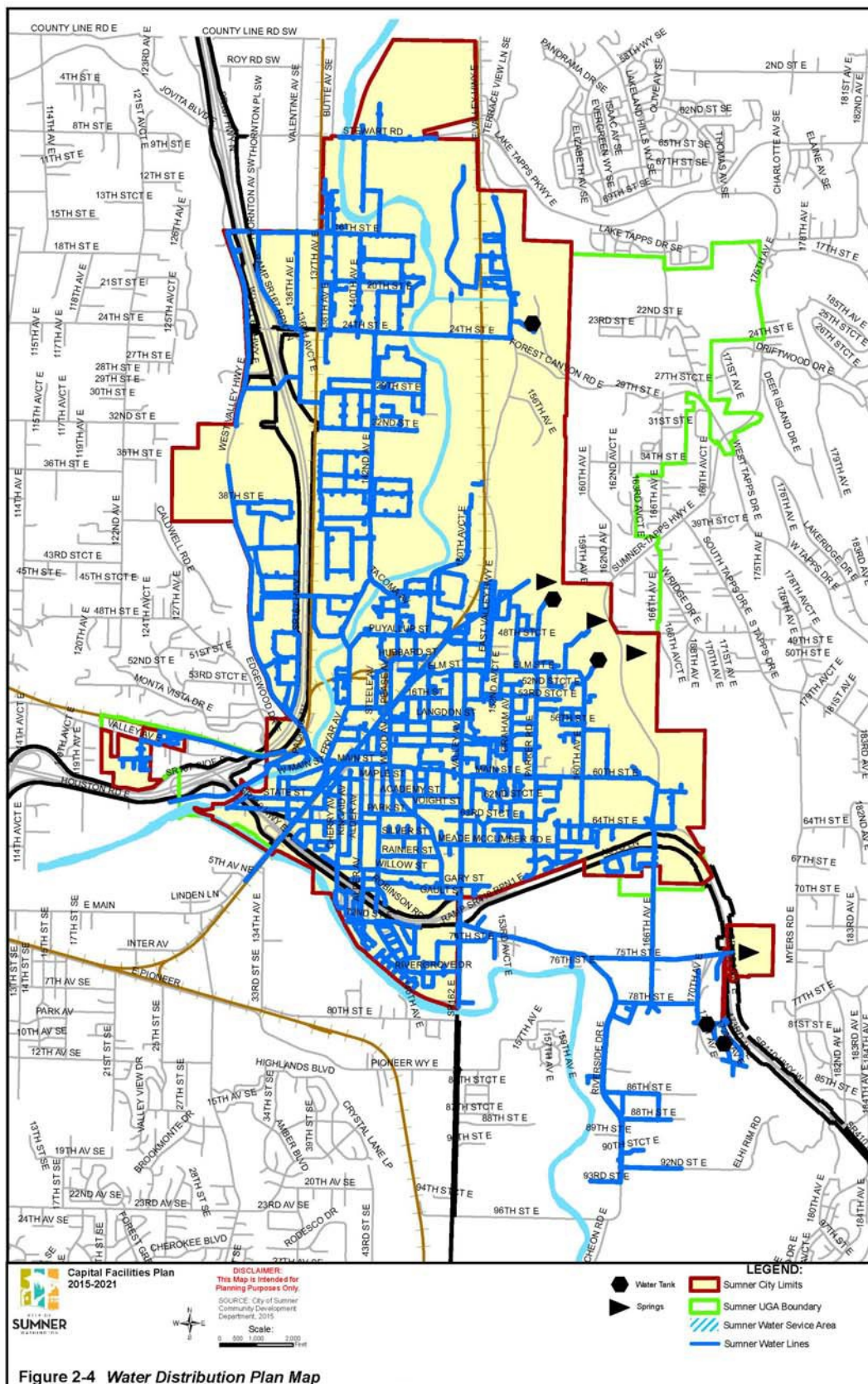
Source: Water System Plan, 2009

2.4 **Sanitary Sewer Facilities**

The information in this section is based on the City of Sumner Sanitary Sewer Comprehensive Plan (City Sanitary Sewer Plan), adopted in May 2000 (Parametrix, 2000), and the Wastewater Treatment Plant Capacity Increase Analysis completed in October 2009 (Gray & Osborne, Inc. 2009). The City Sanitary Sewer Plan analyzes the City's collection system, identifies any system deficiencies for existing and future flow conditions, and provides recommended improvements and cost estimates. In preparing the plan, the City's wastewater collection system was analyzed for existing and future capacity.

2.4.1 Service Area

The City of Sumner has operated a sanitary sewer system since 1927 and a wastewater treatment plant since 1957. The City's sanitary sewer service area includes the Sumner city limits,

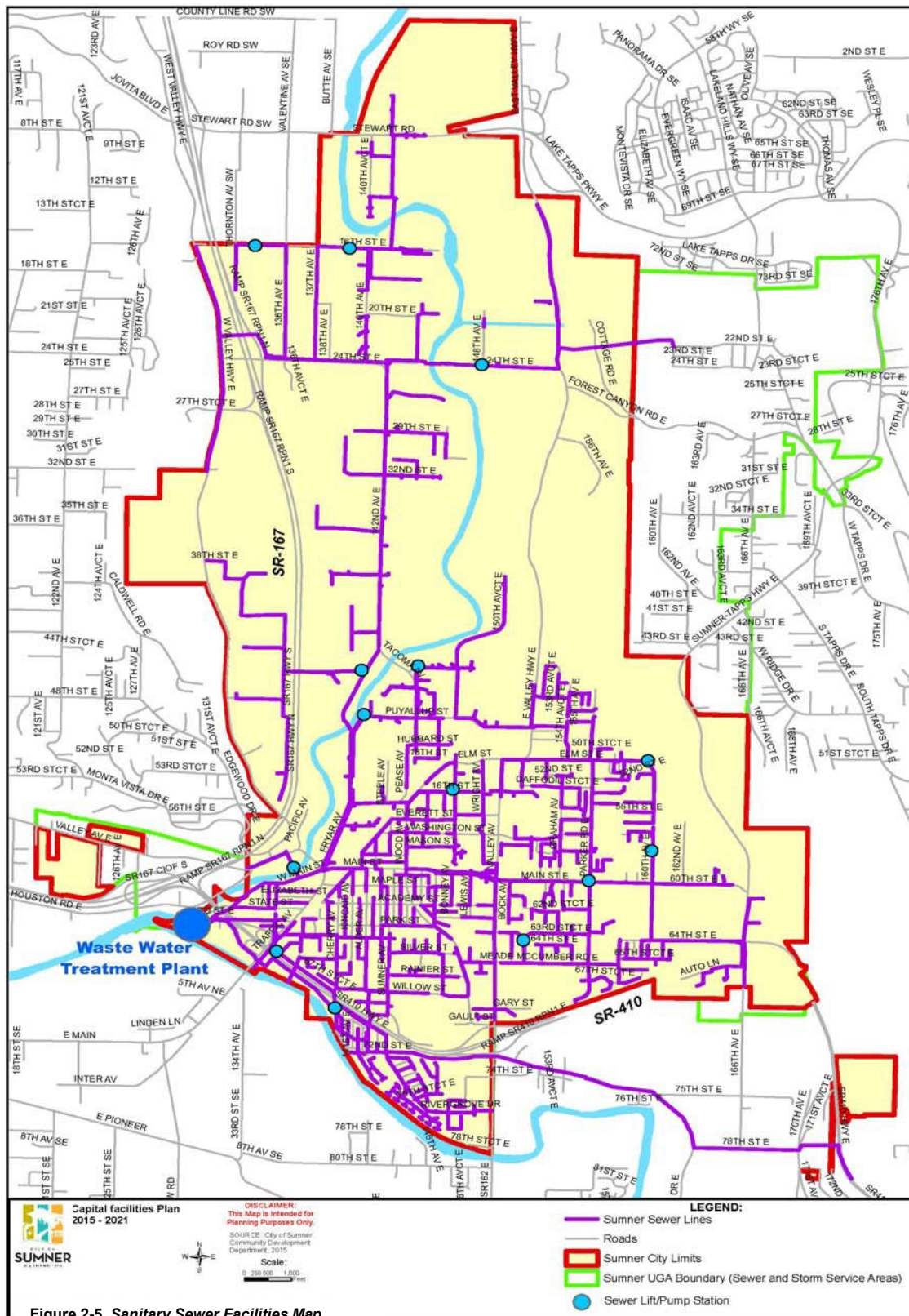


as well as portions of the Sumner UGA. As of 2010, the 7.2-square-mile service area contains 33.90 miles of sewer mains and 15 pump stations (**Table 2-6**) for different drainage basins throughout the area. The service area is divided into basins to analyze capacity needs. The boundaries of the service area and its constituent basins are shown in **Figure 2-5**, along with the existing collection system for sanitary sewer.

Table 2-6 — Pump Station Characteristics

Pump Station Number	Station Name	Year Constructed	Last Year Rebuilt	Type	Station Design Capacity (Gallons per Minute)
1	Tacoma Avenue	1982	2009	Dry/wet well	175
2	North	1957	1987	Dry/wet well	500
3	Van tassel	1977	2007	Submersible	250
4	Jansen	1979	2006	Submersible	130
5	Parker	1963		Dry/wet well	285
6	16th Street	1967	2009	Dry/wet well	700
7	Cherry	1966		Dry/wet well	535
8	South	1966		Dry/wet well	1,500
9	160th Street	1996		Submersible	130
10	142nd Street	1998		Submersible	2,280
11	16th PS No. 1	1998		Submersible	100
12	16th PS No.2	1998		Submersible	100
13	Cannery	2006		Submersible	213
14	Forest Canyon	2007		Submersible	600
15	North	2010		Submersible	500

Source: Kongsli pers. Comm; Sanitary Sewer Comprehensive Plan Amendment



2.4.2 Wastewater Treatment Plant (WWTP)

The wastewater treatment plant (WWTP) is located at 13114 63rd Street East, at the confluence of the Puyallup and White (Stuck) rivers (**Figure 2-6**). The WWTP provides sanitary sewer treatment to all of the current plan area as well as the City of Bonney Lake. The City maintains an agreement with the City of Bonney Lake which allows Bonney Lake to use up to 55% of the plant's capacity, while the remaining 45% of the plant's capacity is reserved for flows from the Sumner service area.

The WWTP is a secondary treatment facility and discharges treated effluent to the White (Stuck) River. The last major upgrade to the WWTP occurred in 2004. Capacity measurements for treatment plants include wastewater flow (measured in gallons per day) and organic influent loadings (or solids). The most common measurements of organic loadings are 5-day biochemical oxygen demand (BOD₅) and total suspended solids (TSS). According to the 2010 Comprehensive Plan EIS, the WWTP treats an average wet weather wastewater flow of 2.44 MGD. According to Wastewater Treatment Plant Capacity Increase Analysis (2009), the permitted capacity of the WWTP as of 2009 was:

- Maximum Month (Design Flow): 4.59 MGD
- Peak Hour Flow: 14.43 MGD
- Peak Day Flow: 9.71 MGD
- Influent BOD₅: 5,925 lb/d
- Influent TSS: 5,875 lb/d

By contrast, influent wastewater flows have grown more slowly than originally predicted, and the plant is not anticipated to reach its maximum permitted flow capacity until 2028.

System Capacity Improvements

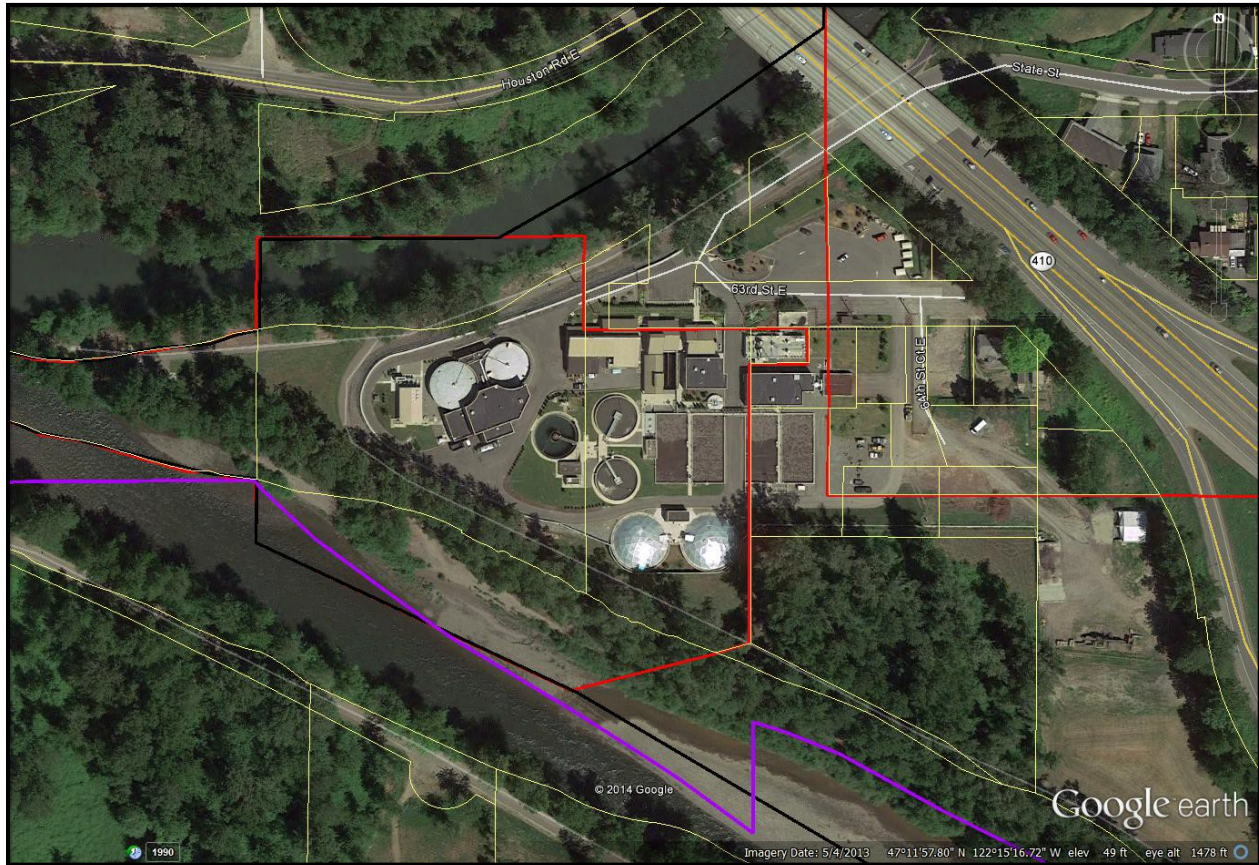
The City of Sumner is in the process of upgrading the WWTP to expand its treatment capacity, with completion anticipated for March 2016 (personal communication with Mike Dahlem, City of Sumner Public Works, 2015).

The resulting treatment capacity is as follows:

- Maximum Month (Design Flow): 6.10 MGD
- Peak Day Flow: 11.66 MGD
- Peak Hour Flow: 19.87 MGD
- Influent BOD₅: 10,900 lbs/day
- Influent TSS: 12,660 lbs/day

Future studies of the WWTP will examine increasing capacity to 9.3 mgd (personal communication with Mike Dahlem, City of Sumner Public Works, 2015).

Figure 2-6 — Wastewater Treatment Plant--13114 63rd Street East



2.5 Stormwater Facilities

The information in this section is based on the *City of Sumner 2011 Stormwater Comprehensive Plan Update* (Parametrix Inc. 2011), which is an update to the *City of Sumner Stormwater Comprehensive Plan* adopted in 1992 and is incorporated in this study by reference. This section deals with the capacity issues associated with the physical stormwater collection and discharge system.

2.5.1 Background

The Sumner Valley has historically been drained to lower the natural water table, control flooding, and create land that was more conducive for agriculture. As more intensive commercial/industrial and residential development has occurred, expansion of the stormwater system has been necessary to collect and convey stormwater to the rivers and to prevent flooding.

The purpose of the Stormwater Plan has been to project the capacity infrastructure needs and address current problems with the stormwater system. Changes in state and federal water quality regulations, stormwater retention and detention standards, and other parameters have an effect on the overall system as well as accurately anticipating what type of growth will occur.

The Washington State Department of Ecology (Ecology) issued an NPDES Phase II Stormwater Permit to the City in 2007. The Stormwater Comprehensive Plan contains projects to meet the requirements for the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and establishes a System Development Charge and monthly stormwater fee review. Sufficient revenue is needed to construct the new projects and to maintain the existing and new infrastructure..

2.5.2 Stormwater Facilities Inventory

The 1992 Stormwater Comprehensive Plan identified 44 drainage basins that generate and affect stormwater flows within the city limits. These basins were further divided into 115 sub basins. See **Figure 2-7** . The majority of these basins were modeled in 1992 for the 25-year, 24-hour event and the 100-year, 24-hour event using Type 1A precipitation distribution.

Hydraulic modeling was completed for the stormwater infrastructure to determine system deficiencies and identify potential capital improvement projects. The results of the modeling are contained in the 1992 Stormwater Comprehensive Plan.

The 2004 Stormwater Comprehensive Plan update included remodeling up to four of the sub-basins because of a significant change of land use designation (i.e., allowable development density) between 1992 and present. When remodeling based on the 2004 land use map and allowable land use densities it was determined there was no significant increase in allowable density for developable areas located within the city limits over what was modeled in 1992.

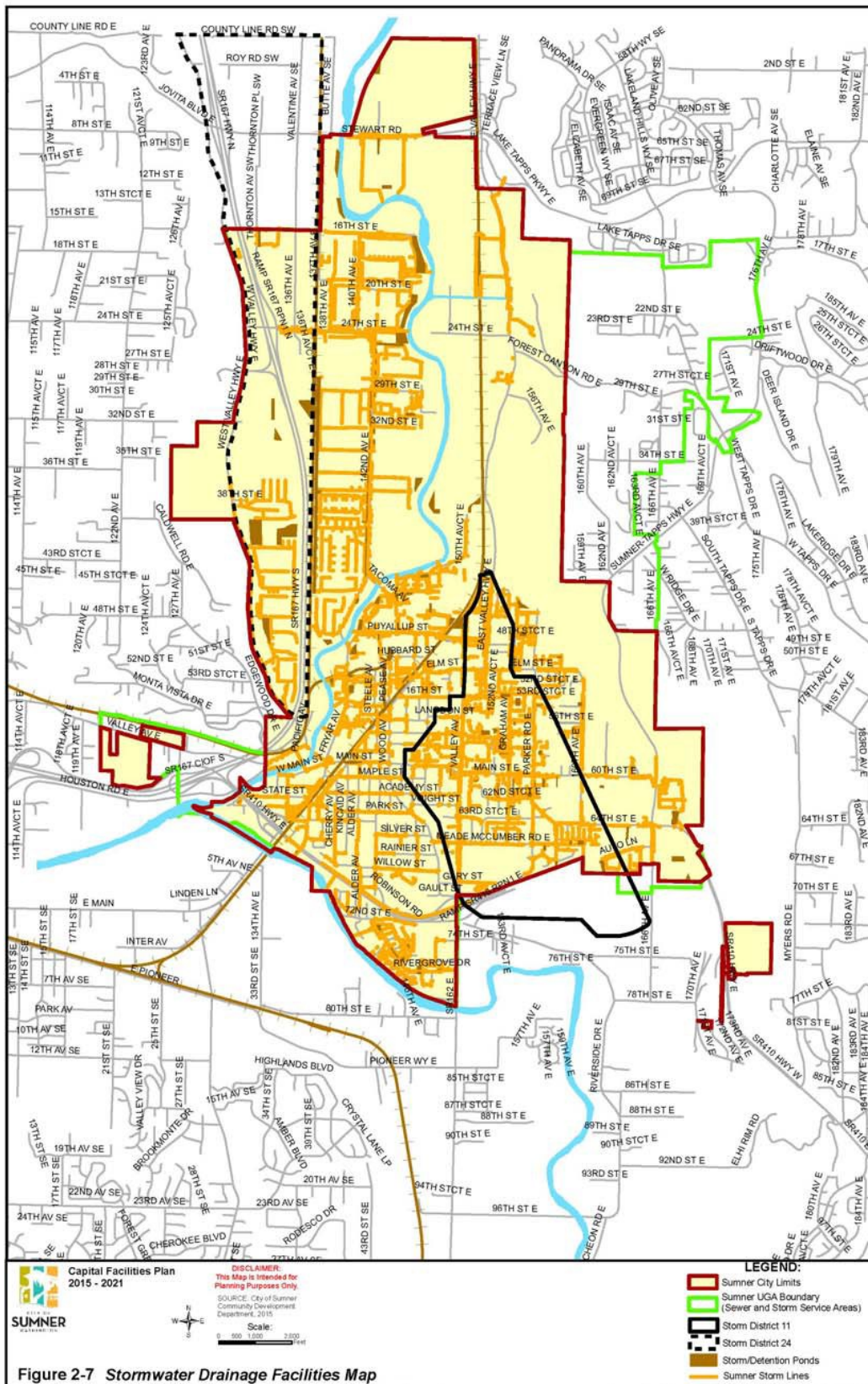
2.5.3 Low Impact Development

The 2004 Stormwater Comprehensive Plan also includes guidance for development and implementation of a low impact development (LID) policy for the City. The primary objective of LID

methods is to mimic the pre-developed site hydrology by using site design techniques that store infiltrate, evaporate, and detain runoff. Since every aspect of site development affects hydrologic patterns the site, LID control techniques focus mainly on site hydrology. If LID techniques can be used, the net result will be to more closely mimic the watershed's natural hydrologic functions. This can have a benefit to receiving waters by maintaining base flows, a more closely approximating the natural condition that are good for fish and wildlife using the streams and rivers.

In 2009, the City adopted a Comprehensive Plan text amendment, updating policies related to Low Impact Development. This amendment was intended to ensure that the City's policies reflect the evolving state of science related to LID and are consistent with updated information included in Ecology's 2005 Stormwater Manual. These updated goals and policies are contained in the latest version of the City's Comprehensive Plan.

The inventory of storm sewer facilities in the City of Sumner is shown in **Figure 2-7**.



2.6 Parks Facilities

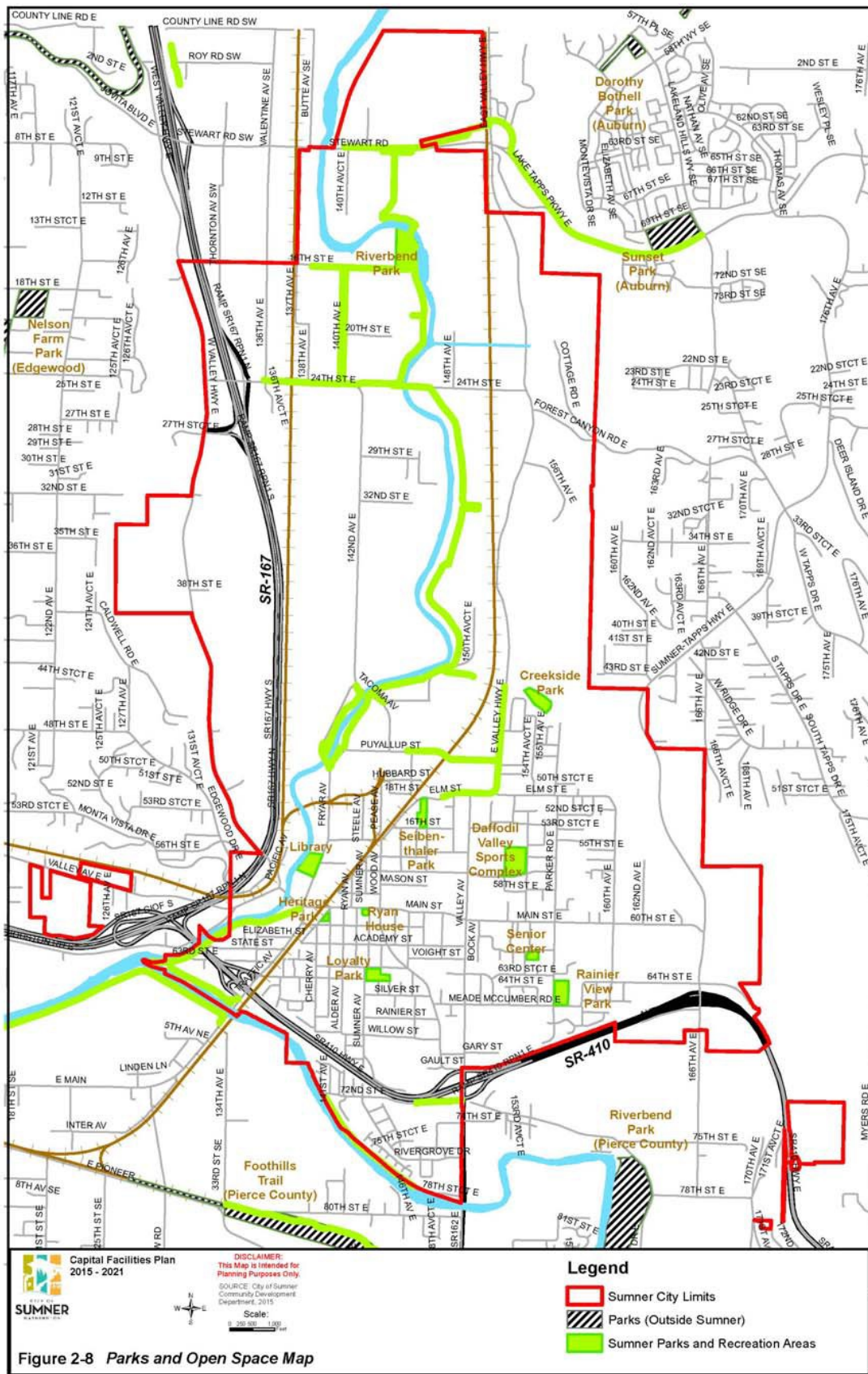
The City offers a variety of parks both community and regional with amenities ranging from a quiet picnic area with horseshoe pits to volleyball and regulation softball fields. The schools in Sumner also provide or a substantial amount of fields and facilities for the community including soccer fields. An inventory of park facilities and acreage is shown in **Table 2-7**, and mapped in **Figure 2-8** (Per 2014 *Draft Parks and Open Space Plan*).

Table 2-7 — Summary of City Park Spaces

Park Areas and Facilities	Acres	No. of Sites
<i>Improved Community Parks</i>		4
Loyalty	2.60	
Seibenthaler	2.00	
Heritage	0.50	
Rainier View Park	4.00	
<i>Subtotal</i>	9.10	
<i>Unimproved Community Parks</i>		2
Riverbend Park	6.60	
Salmon Creek Park	6.40	
<i>Subtotal</i>	13.00	
<i>Regional Parks</i>		1
Sports Complex	11.20	
<i>Subtotal</i>	11.20	
<i>Waterfront Parks</i>		1
Library Park	0.50	
<i>Subtotal</i>	0.50	
<i>Special Use Area¹</i>		2
Ryan House	0.35	
Senior Center	1.00	
<i>Subtotal</i>	1.35	
<i>Beautification Sites</i>	1.50	3
Total City Park Land	36.65	13
School District Recreation Facilities	14.50	4
Total Open Space with School Space	51.15	17

Source: City of Sumner *Draft Parks and Open Space Plan*, 2014

¹ Special use areas include miscellaneous sites that do not fit another category. Examples include the Ryan House Museum and the Senior Center.



The Parks and Open Space Element of the Comprehensive Plan sets forth policies relating to concurrency that new development which impacts the park system pay its fair share of the cost of providing new park facilities.

2.7 Fire Facilities

2.7.1 Inventory

In 2008, the City of Sumner and Pierce County Fire District 1 joined East Pierce Fire and Rescue (EPFR). EPFR serves a population of more than 88,200 living in and around Bonney Lake, Sumner, Lake Tapps, the Ridge Communities, South Prairie, Edgewood, Milton, and Wilkeson. The district covers approximately 151 square miles and protects residents from eleven stations – five staffed and six volunteer. This includes 1 Fire Chief, 1 Deputy Chief, 4 Assistant Chiefs, 4 Battalion Chiefs, 9 administrative support staff, 34 career firefighter-EMTs, 49 career Firefighter-Paramedics, 44 volunteer firefighters, and 7 EMS-only volunteers. All full-time firefighters are cross-trained as either emergency medical technicians (EMTs) or paramedics and are able to respond to both medical emergencies and fires. An independently elected board of citizens, called Fire Commissioners, governs the agency.

EPFR currently operates 12 fire stations, two of which are located within the current plan area. Station 13 (Sumner Station) is located at 800 Harrison Street in Downtown Sumner (see **Figure 2-9**). This facility is approximately 8,200 square feet and includes sleeping quarters, a large drive-through apparatus bay, dayroom, conference room and sundry offices. The station is staffed by a minimum of 5 career personnel. Equipment available at Station 13 includes:

- 2 medic units
- 1 ladder truck
- 1 Rescue Vehicle #13
- 1 Rescue Trailer

Station 14 (West Tapps Station) is located within the East Hill UGA of the current plan area. The station is located at 3206 West Tapps Drive. Station 14 is approximately 3,616 square feet in size and is staffed by a minimum of 2 career fire personnel. Equipment available at Station 14 includes:

- 1 fire engine
- 1 medic unit

Station 112 (Boat House) is located at 2905 Sumner-Tapps Hwy. E. within the East Hill UGA and is used to store the following:

- 1 pontoon rescue boat

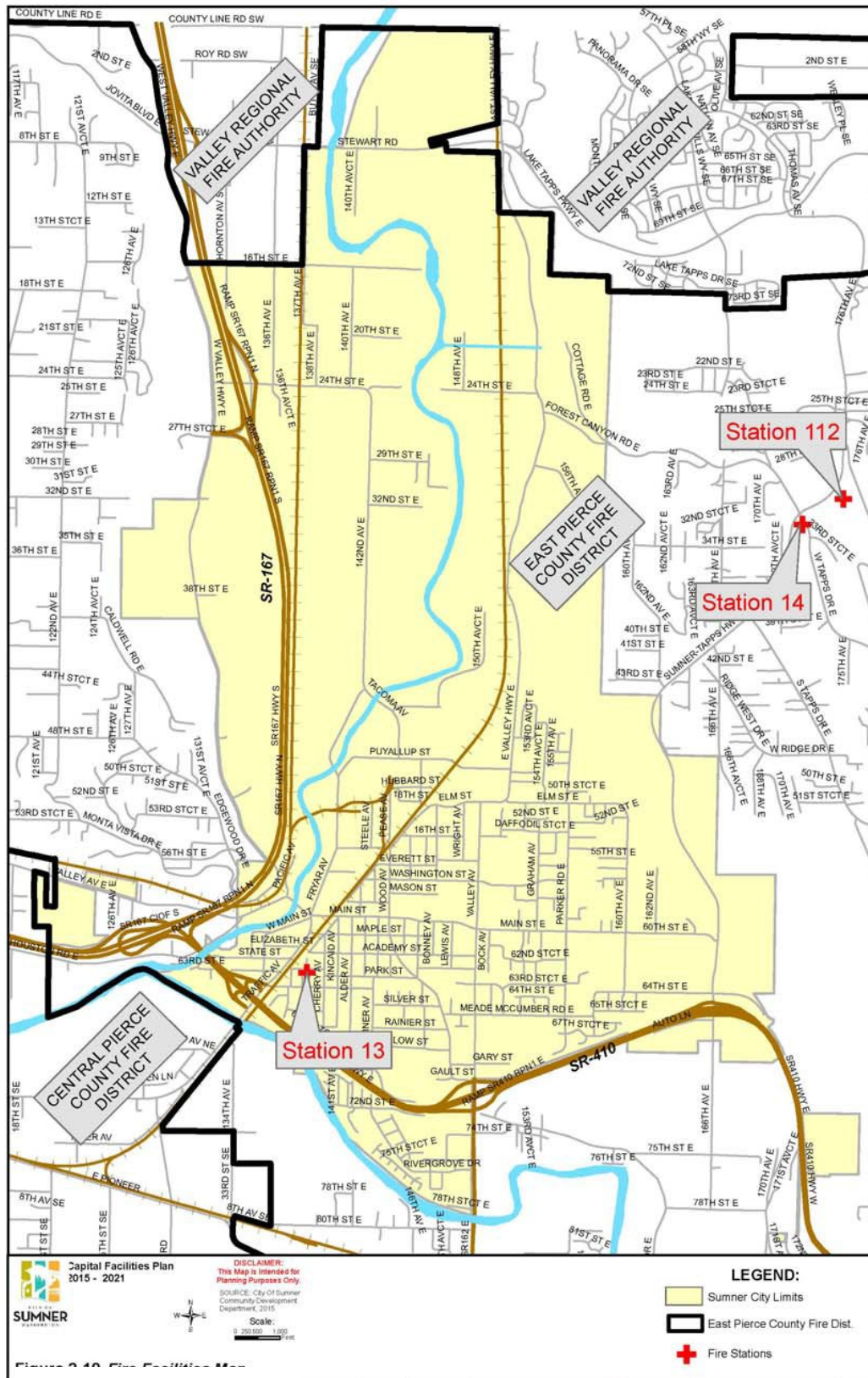


Figure 2-9 Fire Facilities Map

2.8 Public Streets and Road Facilities

Within the City of Sumner the streets and roads have functionally classified as freeways, principal arterials, minor arterials, collectors, residential streets, neighborhood streets and alleys. **Figure 2-10** shows the planned functional classification for streets in Sumner as presented in the Transportation Plan.

Table 2-8 — Freeway, Arterial, Collector Roads Inventory

Street Name/Section	Classification	Speed Limit (mph)	Number of Lanes
State Route 167	Freeway	60	4-limited access
State Route 410	Freeway	55	4-limited access
Traffic Avenue	Major Arterial	25	2-5
Fryar Avenue	Major Arterial	25	3
142 nd Avenue East	Major Arterial	35	5
24 th Street East	Major Arterial	35	5
Stewart Road (8 th Street East)	Major Arterial	35	2-5
Main Street	Major Arterial	25	2-3
Valley Avenue	Minor Arterial	25	2-3
136 th Avenue East	Minor Arterial	30	3 (after widening)
East Valley Hwy	Minor Arterial	25-35	2-3
West Valley Hwy	Minor Arterial	35	2
Sumner-Tapps Hwy	Minor Arterial	3	25
Bridge Street	Minor Arterial	25	2
Valley Avenue East	Minor Arterial	25	2-3
Puyallup Street	Minor Arterial	25	2-3
Elm St (Valley to E. Valley Hwy)	Minor Arterial	25	2
Forest Canyon	Minor Arterial	25-35	2
Sumner Heights Drive	Collector	25	2
Zehnder Street	Collector	25	2
Alder Avenue	Collector	25	2
Thompson Street	Collector	25	2
Wood Avenue	Collector	25	2
Elm Street (Wood to Valley; E. Valley Hwy to 160 th)	Collector	25	2
158 th Avenue East (Mead-McCumber to 64 th)	Collector	25	2
Meade-McCumber Road	Collector	25	2
Parker Rd (Mead-McCumber to Elm)	Collector	25	2
Washington St (Wood to Valley)	Collector	25	2
160 th Ave (Elm to 64 th)	Collector	25	2
64 th Street East (Sumner-Tapps Hwy to 158 th)	Collector	25	2
Rivergrove Drive	Collector	25	2
Riverside Drive	Collector	35	2

Source: Transportation Plan, 2015

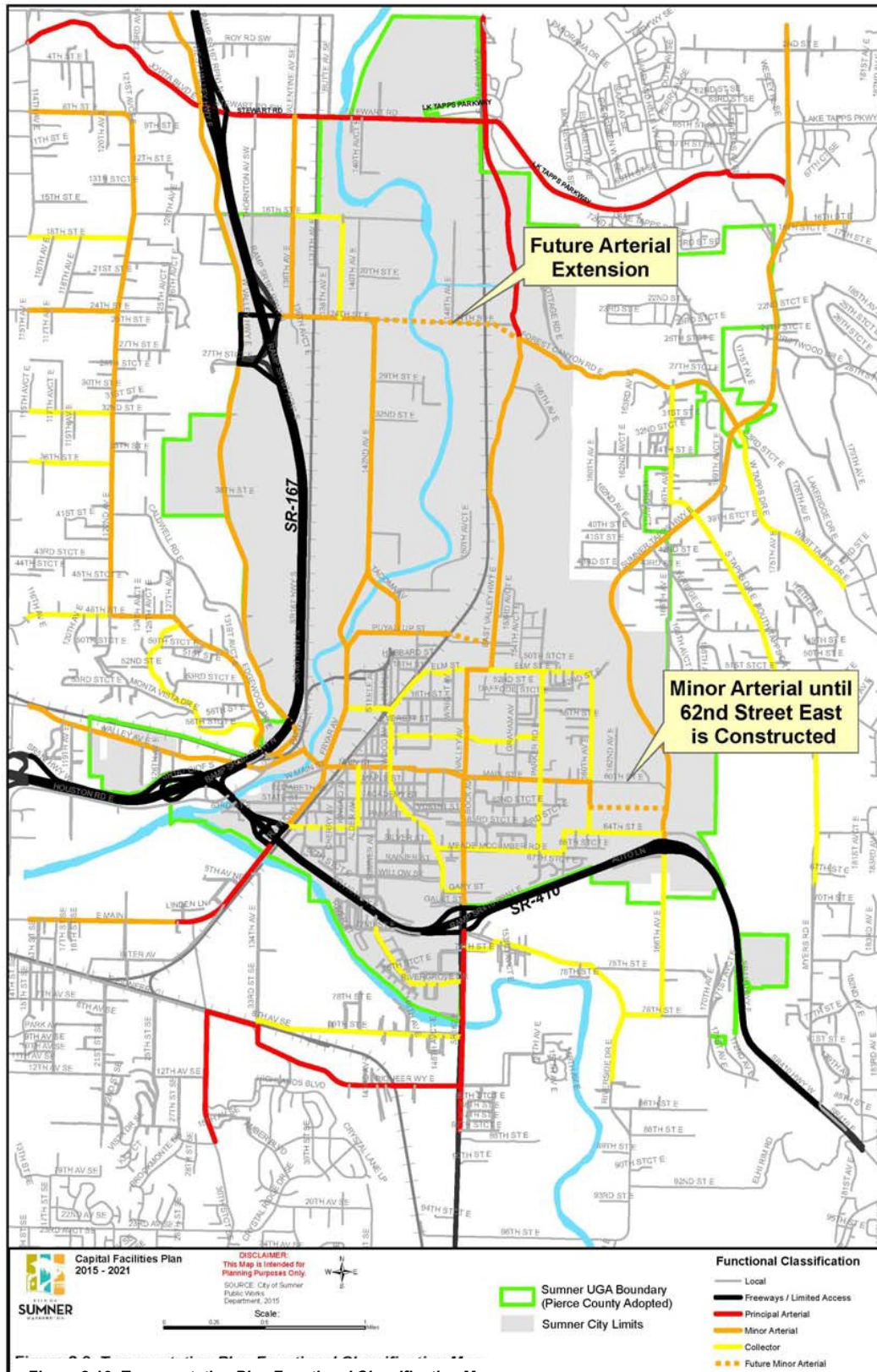


Figure 2-10 Transportation Plan Functional Classification Map

2.9 Public School Facilities

Public schools are operated by local school districts and governed by State and federal laws and regulations. State funds provide a large part of school financing. School districts raise additional funds from local property taxes. State laws set standards for service levels and facility development, such as the site size and enrollment. They also specify funding methods. These laws perform much of the role of a functional plan for schools. For school districts to be eligible for development impact fees, the State GMA requires school capital facilities plans to be adopted and incorporated into city capital facilities plans.

2.9.1 Sumner School District

The *Sumner School District 2014-2020 Capital Facilities Plan* was adopted in 2014. The Sumner School District No. 320 operates within the City of Sumner and also encompasses the cities of Bonney Lake, portions of Edgewood, Pacific and unincorporated Pierce County. The district consists of 13 schools total, 4 of which are in Sumner (see **Figure 2-11**); a performing arts center, community swimming pool, a public gymnasium, and a recreation department. The Sumner School District serves over 8,500 students. **Table 2-9** shows existing schools in Sumner, in addition to locations, capacities of each, and support facilities serving the entire district.

Table 2-9 — Inventory of Existing School Facilities

Name	Capacity ¹	Acres	Location
<u>Schools</u>			
Daffodil Valley Elementary	451	12.7	1509 Valley Avenue
Maple Lawn Elementary	462	8.5	230 Wood Avenue
Sumner Middle School	750	23	1508 Willow Street
Sumner High School	1,300	26.8	1707 Main Street
Total	2,963	70.8	
<u>Support Facilities</u>			
Central Office (Administration)			1202 Wood Avenue
Sunset Chev Stadium (Athletic Office)			1707 Main Street
Recreation Department (Robert Miller Gym)			1509 Valley Avenue

Source: Sumner School District Capital Facilities Plan, 2014

¹Capacity is based upon District capacity standards as described herein. All portables are excluded from permanent capacity calculations.

2.9.2 Dieringer School District

The Dieringer School District includes three schools, Lake Tapps Elementary School, Dieringer Heights Elementary School and North Tapps Middle School. The majority of Dieringer School District #343 is located in unincorporated Pierce County, bounded on the east by the White River, on the west by the Stuck River, on the north by the city of Auburn, and on the south by the cities of Bonney Lake and Sumner. The District surrounds the northern two-thirds of Lake Tapps and covers approximately 5.5 square miles (Dieringer School District, 2014). In the Sumner current plan area, the Dieringer School District serves the northeast Sumner city limits along East Valley Highway.

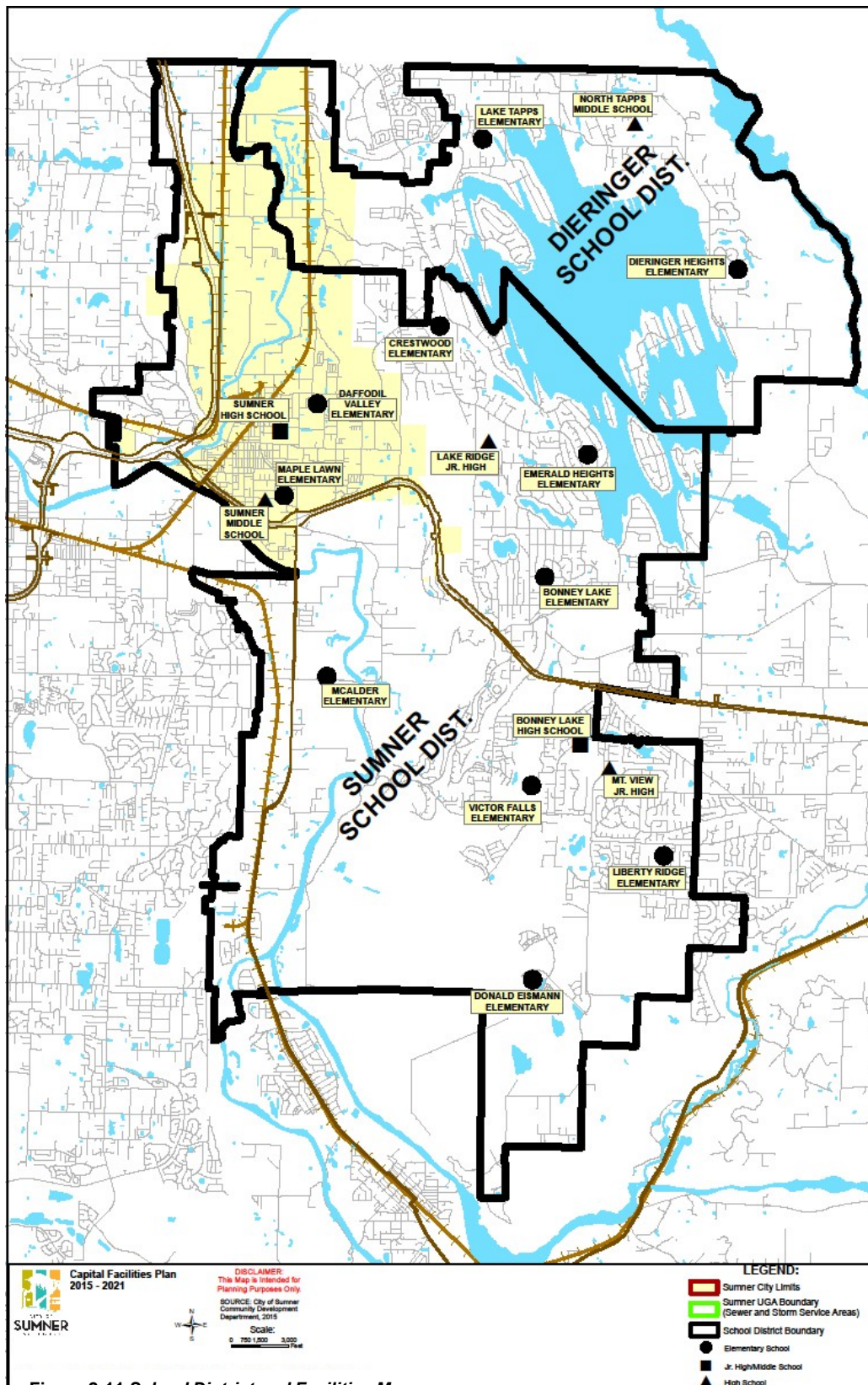


Figure 2-11 School District and Facilities Map

3. LEVELS OF SERVICE AND PLANNING ASSUMPTIONS

3.1 Introduction

GMA Administrative Code (WAC 365-195-315) recommends that local capital facilities plans include a discussion on “...the selection of levels of service or planning assumptions for the various facilities to apply during the planning period (twenty years or more) and which reflect community goals.” Chapter 4 of this plan will constitute that discussion for the Sumner Capital Facilities Plan.

3.2 General Government Facilities

3.2.1 General Government Planning Assumptions and LOS

General government planning assumptions are based on the projected population growth for the City and in the city’s Urban Growth/Service Area. The population and employment assumptions are consistent with those in the City’s Comprehensive plan and account for growth for the next 20 years (as shown in **Table 3-1**). The 2010 Census showed a population of 9,541 and estimates for the 2035 population is 12,570. Additional growth will have to be accommodated in the City’s Urban Growth Area (UGA) and totals 3,394 population in 2035.

Table 3-1 — Population and Employment Assumptions

	2010 City	2010 UGA	2035 City	2035 UGA
Population	9,451	1,112	12,570	3,394
Housing Units	4,279	509	6,093	1,554
Employment	9,316	68	21,762	346

Source: Supplemental Draft EIS, 2015

Table 3-2 — City Government Buildings Level of Service

City Facility	Required LOS (s.f./capita)	Existing Building Area (s.f.)
General Government	1.13	14,577
Police	0.44	7,654
Public Works Shops	1.80	17,136

¹Based on a current population of 9,545

²City limit population of 12,570

The current level of service for general government facilities is outlined in **Table 3-2** and shows that 1.13 square feet of building space is needed per capita. This is to house such areas of the City as Administration, Finance, Community Development and Public Works. The Police Department building needs level of service is 0.44 square feet per capita and current space totals 7,654 square feet and is currently located in the same building as the other services. The Public Works Shops have an LOS of 1.80 square feet per capita.

3.2.2 Police Department

The police service demands are a factor of population demographic, employment growth and types of business and land use. For example, higher income residential areas tend to have fewer calls for service and less demand on police and courts than areas of lower income or commercial areas. Generally, industrial development does not generate the calls for service demands that accompany residential and commercial development, but there are still calls.

Level of service standards as *proposed* in the 2014 Comprehensive Plan are as follows:

- 1.2 *Provide and maintain a police system sufficient to meet the community's public safety needs. This system may include normal police functions, responding to calls for service, community policing, care and custody of prisoners, and animal control.*

- 1.2.1 *Level of Service:*

- i. *Maintain a ratio of two (2) commissioned officers per 1,000 population.*
- ii. *Establish and maintain a ratio of not less than 1 commissioned patrol officer for every 1000 calls for service per year.*
- iii. *Provide one sergeant for every 6-7 commissioned patrol officers.*
- iv. *Provide and maintain one detective position at a ratio of 1/400 part A offenses.*

- 1.2.2 *Provide support to Sumner Schools through continued School Resource Officer program and instruction of Life Skills curriculum.*

- 1.2.3 *Could include "Crime Prevention through Environmental Design" components in site design guidelines for new development.*

- 1.2.4 *Maintain staffing to support community events such as parades, festivals, concerts, community gatherings, etc. that promote Sumner's sense of community.*

3.2.3 Public Works Shop Facilities

Table 3-2 shows the area of the Public Works Shops Facilities 17,136 square feet and the current level of service as 1.8 s.f./capita.

3.3 Water Facilities

The Sumner water system projected demands look out 20 years to 2029 and a residential population within the water service area of 16,153 and 5,527 residential connections and a total average daily demand of 2.7 MGD (see **Table 3-3**).

Table 3-3 — Projected Water System Demands

	2009	2014	2019	2024	2029
Residential Population ¹	9,881	11,785	13,435	14,879	16,153
Estimated Residential Connections	3,359	4,017	4,587	5,087	5,527
System Production ERUs	6,524	7,733	8,766	9,669	10,466
Average-Day Demand (ADD) (MGD) ²	1,714,753	2,027,015	2,297,642	2,534,441	2,743,381
Maximum Daily Demand (MDD): --DOH Guideline Method (MGD) ³	3,429,506	4,054,030	4,595,285	5,068,882	5,486,762
Peak-Hour Demand (PHD): -- ^{4 5} DOH Guideline Method (gpm)	3,910	4,604	5,206	5,732	6,196

¹ Population projections based on information provided by City Planning Department and described in Section 3.2.

² Average-demand requirement. Started with actual average use from years 1997 to 2008 and population projection increase.

³ DOH *Water System Design Manual*, August 2001. MDD = 2*ADD.

⁴ gpm = gallons per minute.

⁵ PHD = (MDD/1,440)[1.6*N+225] + 18. Use peak to average day factor in MDD.

3.3.1 Water System Level of Service

The City of Sumner must comply with water quality regulations on both the federal and state level. State regulations enforced by the Washington State Department of Health (DOH) may be the same as or more stringent than the federal regulations. DOH regulates water quality of public water systems under the State Drinking Water Regulations, WAC 246-290-300 through 320. The DOH also has enforcement responsibility for federal regulations included in primacy agreements with the United States Environmental Protection Agency (EPA). Water quality regulations are currently evolving, and will continue to evolve, becoming more stringent due to implementation of the Safe Drinking Water Act and other state and federal legislation.

These water quality regulations address contaminant levels for inorganic chemicals, organic chemicals, heavy metals, pesticides, coliform, and other substances. The water system is regularly monitored to address levels of contamination and corrective actions are taken as needed to remain in compliance with state and federal laws.

Policy in the Comprehensive Plan

The Capital Facilities Element of the Comprehensive Plan shall contain policy as follows per the Water System Plan:

- 1.6 *Maintain an efficient water system to meet the needs of the community's residential, commercial and industrial community.*

- 1.6.1 *Establish the following Levels of Service for water supply:*

Demand

Residential Demand - 60.3 gpd/capita
Employee Demand - 58.3 gpd/employee plus 252,000 gpd

Fire Flow

<i>USE</i>	<i>MIN. FLOW (GPM)</i>	<i>REQUIRED DURATION (HOURS)</i>
<i>Medium and low density residential</i>	<i>1,000</i>	<i>2</i>
<i>High density residential and commercial</i>	<i>1,500</i>	<i>2</i>
<i>Industrial</i>	<i>3,500</i>	<i>3</i>
<i>Several existing buildings</i>	<i>4,500</i>	<i>4</i>

Water System Reliability LOS

Criteria	Level of Service			
	A	B	C	F
Conveyance Reliability; Loop (min. 6" pipe) System	95% + of services on loop lines	90% + of services on loop lines	80% + of services on loop lines	Less than 80% of services on loop lines
Source Reliability;	Meets peak day w/ largest supply out	Meets peak day w/all supplies on	Meets 95% of peak day - use storage	Water restriction required
Distribution System Reliability; Isolation valves a min of 660 ft.	95% + of services meet this criteria	90% + of services meet this criteria	80% + of services meet this criteria	<80% of services meet this criteria
Power Backup for Supply Pumps;(standby generators)	100% of pumps with backup gen.	Sufficient backup for meeting MMADF	Sufficient backup for avg. daily flow	Less backup than needed for ADF
Emergency Response by Repair Crew	< 4 hrs. on 24-7 basis	< 8 hrs. on 24-7 basis	< 24 hrs on a 24-7 basis	> 24 hrs on a 24-7 basis

The minimum LOS for reliability is "B" as outlined above.

- 1.6.2 Deliver a high degree of water quality which satisfies federal, state and local regulations as follows:

LOS "A": Water quality that meets both Primary and Secondary Public Health Standards

LOS "B": Water quality meets only Primary Drinking Water Standards

For water quality, Sumner chooses a LOS "A".

- 1.6.3 Implement a water conservation program for residential, commercial, and industrial users consistent with the Sumner Water Plan.
- 1.6.4 Seek to expand the City watershed protection by acquiring additional land around the existing watershed.
- 1.6.5 Require new and existing businesses to use water at or below the average per capita employee level. Businesses which utilize higher than average rates of water usage shall be required to mitigate their impacts. Those businesses not able to

meet the goal shall be encouraged to conserve, re-use water, or develop new water sources.

1.6.6 In conjunction with developing additional water sources, develop a well head and groundwater protection program.

1.6.7 Provide broad funding for water services facilities.

3.4 Sanitary Sewer

3.4.1 Sanitary Sewer Planning Assumptions

The Sumner Comprehensive Sanitary Sewer Plan was completed in 1989 and updated in 2000 by Parametrix. Since 2000 the City has continued to grow and develop with mainly industrial warehouse land uses and moderate growth in residential development at about 1.5% per year.

The sewer plan analyzes the City's collection system, identifies any system deficiencies for existing and future flow conditions, and provides recommended improvements and cost estimates.

3.4.2 Existing Peak Day Flow Simulation (Existing Service Area)

The capacity of the existing collection system was computer modeled and compared to actual peak day wastewater flow generated by the City's current service area.

The percent build-out of properties within the service area was established using aerial photo. Based upon the result of the computer modeling, the simulated peak day flow for the service area was 3.1 million gallons per day, which compared well to actual peak day flows of 2.7 million gallons per day.

3.4.3 Future Peak Day Flow Simulation (Existing Service Area)

A computer model also simulated and modeled the future peak day flow. This flow simulation used the same methodology as the existing peak day flow simulation, with the following exceptions:

- It was assumed that all the area currently served by the City's existing wastewater collection system would be at 100 percent build-out, which would be obtained between 20 and 25 years.
- It was assumed that the City would reduce I/I in the pump station basins with older pipeline not to exceed 500 gpad.

3.4.4 Expansion of the Collection System to Accommodate the Entire UGA

Generally, the portions of the City's UGA that are not yet served by the City's existing wastewater collection system. Those areas are described as follows:

- The area bounded by the White (Stuck) River on the west, Lake Tapps on the east, Salmon Creek on the south and the Pierce County line on the north (with the exception of a large plat in on the hill within the UGA).
- The region located along Valley Avenue East north of SR 167 and City of Edgewood on the north; near the existing city cemetery.
- The region located along 160th Avenue East south of SR 410, outside the City Limits.

Adding service area to the City's sewer system will increase flow to the downstream of the connection point. Future impacts to the system resulting from expanded service area was simulated using the same assumptions as the future peak day flow simulation with the following exceptions:

- The increase service area size to accommodate the additional UGA acreage.
- The area east of the East Valley Highway was assumed at 40% of total land utilization due to steep topography.

3.4.5 Level of Service

The following is the level of service standard as identified in the 2015 Comprehensive Plan, Capital Facilities and Public Services Element:

- 1.8 *Provide a sanitary sewer system adequate to the meet the demands of the community.*
 - 1.8.1 *Establish and provide for a Level of Service as defined in the adopted Sanitary Sewer Plan.*
 - 1.8.2 *Work with the Tacoma-Pierce County Health Department to eliminate the development of new residential and commercial uses on-site and community sewage systems within the Planning Area. The intent would be the elimination of all new permanent septic systems, but would allow for interim on-site approved septic systems where sewer facilities are not available.*
 - 1.8.3 *Prohibit on-site or community sewage systems supporting new industrial development. Recreational uses may be exempt from this policy.*
 - 1.8.4 *Seek broad funding for providing sanitary sewer services and facilities.*

3.5 Storm Sewer Facilities

3.5.1 City Storm Water System Planning Assumptions

Stormwater modeling and assumptions included the use of Low Impact Development (LID) and land use development as presented in the City's Comprehensive Plan. The following is the level of service standard as identified in the 2015 Comprehensive Plan, Capital Facilities and Public Services Element:

1.7.1 Establish and maintain the Level of Service as the 25-year storm event, except in those areas where the 100-year storm design is appropriate to protect the natural environment.

In addition to program elements required under existing regulations, it is anticipated that additional steps will be necessary to protect habitat and promote salmon recovery, both under the federal Endangered Species Act and the salmon restoration initiatives undertaken by the Governor and the legislature and to meet the NPDES II permit requirements.

3.6 Parks Facilities

3.6.1 Parks and Open Space Planning Assumptions and LOS

The following **Table 3-4** illustrates the existing Level of Service based on the 2014 population of 9,545 and compared to the required level of service for park and recreational facilities.

Table 3-4 — Existing Park Facilities and Residential LOS

Activity	Req'd LOS	Exist. #	Location	Exist. LOS (Pop. 9,545)
Softball	1/2,000	7	Sports Complex, Maple Lawn, Junior High, High School	1/1,364
Baseball	1/5,000	5	Sports Complex, High School, Junior High	1/1,909
Soccer Fields	1/2,000	3	Sports Complex, Junior High, Seibenthaler	1/1,364
Football Fields	1/20,000	1	High School	1/9,545
Tennis Courts	1/3,000	8	Sports Complex, Junior High, High School	1/1,193
Basketball Courts	1/1,000	13	Sports Complex, Loyalty Park, Maple Lawn, Junior High, High School, Daffodil Valley, Bob Miller, Seibenthaler	1/734

Volleyball Courts	1/5,000	2	Sports Complex, Maple Lawn	1/4,772
Indoor Pool	1/20,000	1	High School	1/9,545
Community Parks	1 acre/1,000	9 acres	Loyalty, Seibenthaler, Heritage, Rainier View	1 acre/1,060
Urban Trails	0.95mi/1,000	7.8 mi	Constructed Sumner Link Trail and widened sidewalk for bike/ped access	0.82 mi /1,000
Picnic Shelter/ Gazebo	1/8,500	2	Heritage and Rainier View	1/4,772
Picnic Tables	1/250	32	Loyalty, Sports Complex, Heritage, Rainier View, Trail	1/298
Horseshoes	None	2	Library Complex	1/4,772
Kid's Play Lots	1/1,700	5	Loyalty; Rainier View Park; Seibenthaler	1/1,909
Community Center	None	None	Loyalty(2), Seibenthaler, Maple Lawn,	-
Regional Park	1 acre/710	11 acres	Sports Complex	1 acre/867

Source: Draft Parks and Open Space Plan, 2014

Notes for **Table 3-4**:

1. Where softball and soccer fields overlap, each is counted. Small youth t-ball fields are not counted.
2. Only regulation baseball fields are counted.
3. The high school has the only regulation football field, although it is not generally available to the public.
4. Both indoor and outdoor basketball courts are counted. Stand-alone basketball hoops are not counted.
5. All facilities at the sports complex are considered available to the public.
6. Although some sections of the riverside trail are completed, they are generally not accessible. Consequently, no trail amount is shown.
7. The kid's play lot at Loyalty Park is counted as two.
8. Although no LOS was established for Urban Trails in the Parks and Open Space Plan, it was later adopted by Ordinance 1911 based on the Sumner/Pacific Trail Master Plan (1996). Source: City of Sumner Community Development Department.

There are five areas (see shading above) in which the current LOS is below the desirable LOS: community parks, picnic tables, kid's play lots, urban trails and regional parks. The City will be updating the Park and Open Space Plan during the 2015-16 biennium, These discrepancies will be addressed during that update.

3.7 Fire Facilities

3.7.1 Fire Facilities Level of Service

The City contracts for fire service with EPFR and therefore will refer to their level of service standards for fire service.

EPFR level of service standards address two different perspectives: time to arrival of the first unit and time to the arrival of a minimum acceptable (effective) response force.

When applied to the arrival of the first unit, the standards of coverage document states:

East Pierce Fire & Rescue shall strive to maintain sufficient personnel and equipment, strategically located such that the first-due response units arrive at fire and emergency medical incidents in urban areas served by staffed fire stations (as characterized by the City of Sumner) within 5 minutes to the 90th percentile.

When applied to the arrival of the minimum acceptable (effective) response force, the standards of coverage document states:

East Pierce Fire & Rescue shall strive to maintain sufficient personnel and equipment, strategically located to provide a minimum acceptable (effective) response force capable of arriving at emergency incidents within 10 minutes to the 90th percentile. An effective first alarm response force by call type is described below:

<i>Structure Fire (residential and commercial hydranted areas)</i>	<i>17 personnel</i>
<i>Structure Fire (residential unhydranted areas)</i>	<i>19 personnel</i>
<i>Structure Fire (special risk/target hazards)</i>	<i>21 personnel</i>
<i>Emergency Medical (Basic Life Support)</i>	<i>4 personnel</i>
<i>Emergency Medical (Advanced Life Support)</i>	<i>4-6 personnel</i>
<i>Hazardous Materials</i>	<i>21 personnel</i>
<i>Technical Rescue</i>	<i>24 personnel</i>
<i>Water Rescue (Lake Tapps)</i>	<i>14 personnel</i>
<i>Wildland Fire (low risk)</i>	<i>3 personnel</i>
<i>Wildland Fire (high risk)</i>	<i>7 personnel</i>
<i>Mass Casualty Incident</i>	<i>23 personnel</i>

3.8 Public Streets and Road Facilities

3.8.1 Transportation Plan Planning Assumptions

The transportation plan is based on traffic modeling which uses the same planning assumptions regarding land use and population and employment growth as the Comprehensive Plan. GMA requires that transportation plans contain specific levels of service for the purpose of quantifying and qualifying traffic congestion levels at strategic roads and intersections. The Sumner Transportation Plan uses a Level of Service (LOS) methodology as described in detail below.

3.8.2 Level of Service Definitions

Table 3-5 lists urban street LOS criteria based on average travel speed and urban street class. It should be noted that if demand volume exceeds capacity at any point on the facility, the average travel speed might not be a good measure of the LOS.

Table 3-5 — Urban Street Level of Service by Class

Urban Street Class	I	II	III	IV
Range of FFS ²	55 to 45 mph	45 to 35 mph	35 to 30 mph	35 to 25 mph
Typical FFS	50 mph	40 mph	35 mph	30 mph
LOS		Average Travel Speed (mph)		
A	> 42	> 35	> 30	> 25
B	> 34-42	> 28-35	> 24-30	> 19-25
C	> 27-34	> 22-28	> 18-24	> 13-19
D	> 21-27	> 17-22	> 14-18	> 9-13
E	> 16-21	> 13-17	> 10-14	> 7-9
F	= 16	= 13	= 10	= 7

Source: Transportation Plan, 2002

Signalized intersection level of service is defined in terms of the average vehicle delay of all movements through an intersection. Vehicle delay is a method of quantifying several intangible factors, including driver discomfort, frustration, and lost travel time. Specifically, level of service criteria are stated in terms of average stopped delay per vehicle during a specified time period (for example, the PM peak hour). Vehicle delay is a complex measure based on many variables, including signal phasing (i.e., progression of movements through the intersection), signal cycle length, and traffic volumes with respect to intersection capacity. **Table 3-6** shows level of service criteria for signalized intersections, as described in the *Highway Capacity Manual* (Transportation Research Board, Special Report 209, 1994).

Table 3-6 — Level of Service Criteria for Signalized Intersections

Level of Service	Average Delay Per Vehicle (Seconds)	General Description (Signalized Intersections)
A	≥ 10	Free flow
B	> 10 - 20	Stable flow (slight delays)
C	> 20 - 35	Stable flow (acceptable delays)
D	> 35 - 55	Approaching unstable flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 55 - 80	Unstable flow (intolerable delay)
F	> 80	Forced flow (jammed)

Source: Transportation Plan, 2002

Unsignalized intersection level of service criteria can be further reduced into two intersection types: all-way stop-controlled and two-way stop-controlled. All-way, stop-controlled intersection level of service is expressed in terms of the average vehicle delay of all of the movements, much like that of a signalized intersection. Two-way, stop-controlled intersection level of service is defined in terms of the average vehicle delay of an individual movement(s). This is because the performance of a two-way, stop-controlled intersection is more closely reflected in terms of its individual movements, rather than its performance overall. For this reason, level of service for a two-way, stop-controlled intersection is defined in terms of its individual movements. With this in mind, total average vehicle delay (i.e., average delay of all movements) for a two-way, stop-controlled intersection should be viewed with discretion. **Table 3-7** shows level of service criteria for unsignalized intersections (both all-way and two-way, stop-controlled).

Table 3-7 — Level of Service Criteria for Unsignalized Intersections

Level of Service	Average Total Delay (sec/veh)
A	≤ 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

Source: Transportation Plan, 2002

3.8.3 Transportation Plan Level of Service Policies

The LOS standard for arterials and collectors in the City of Sumner shall be LOS D or better except for the following locations:

- Traffic Avenue/Main Street/Fryar Avenue (LOS F)
- Main Street/Alder Avenue (LOS F)

The levels of service shall be measured using methodologies identified in the *Highway Capacity Manual* (HCM).

The City desires to provide reasonable levels of traffic operations while minimizing the impacts and costs of creating wider roadways and intersections to accommodate traffic. The Transportation Plan identifies improvements that would meet the standard when fully implemented. The LOS F standard at the Traffic Avenue/Main Street/Fryar Avenue intersection is established since providing LOS D would require extensive additional improvements at the horizon year of the Plan, such as providing a four-lane bridge. The City in setting the LOS F standard for the Main Street/Alder Avenue intersection reflects the desire to maintain Main Street as a two-lane street with parking in order to promote the downtown design characteristics.

3.8.4 Level of Service Mitigation at Non-arterial Streets or Driveways

Levels of service for non-arterial collector roads, streets, or driveways intersecting with arterials will be evaluated at the time of development review. The City Engineer will identify appropriate mitigation to address potential operations or safety impacts. Left turns and through movements on side streets intersecting with arterials may operate below the adopted LOS standard. The poor level of service may affect relatively low traffic volumes and may not meet warrants for traffic signals. Furthermore, installation of traffic signals at a location may not be consistent with the Transportation Plan or traffic engineering practices. Each location will need to be reviewed based on traffic engineering studies at the time of development review. Appropriate mitigation should be identified and implemented to reduce potential safety and operation impacts, even though the intersection may operate below the adopted standard.

3.9 **Public School Facilities**

3.9.1 Public School Level of Service

The *Sumner School District's 2014-2020 Capital Facilities Plan* provides for a variety of level of service assumptions intended to meet all state requirements and provide for a quality education. The School District also utilizes other assumptions and a "Practical Capacity Model" to come up with the final estimate of capacity for anyone facility. Below are some key assumptions utilized to determine capacity and set a level of service (LOS):

1. New school design capacities will be:

Elementary School	-	550 students
Middle School	-	750 students
High School	-	1250 students
2. Continued use of portable classrooms when funding for permanent facilities is not available.
3. The District seeks to acquire minimum acreage per school site as follows:

Elementary School	-	15 acres
Middle School	-	25 acres
High School	-	40 acres

4. The primary determinants of building enrollment capacity in SSD are educational programs, building configurations, and class size policies.
5. A LOS goal as follows:

Grade level:		Students/Classroom:
Kindergarten	-	24 (except 18 at “impacted schools” then)
Grades 1 & 2	-	26
Grades 3 & 4	-	28
Grades 5-12	-	30
Special Education	-	12

The reader is referred to the Sumner School District's Capital Facilities Plan for additional discussion of assumptions and LOS standards. A summary table for calculating the impact fees for the 2014 Sumner School District Capital Facilities Plan is contained in **Appendix E**. Adoption of School Impact Fees by the City Council is done under a separate action and not as part of the adoption of the Capital Facilities Plan.

3.9.2 Financing

The District's financing plan shows various sources of funding identified for the District, including State school money and impact fees (see **Appendix E**).

4. COORDINATION OF COMPREHENSIVE PLAN ELEMENTS

4.1 Introduction

The Growth Management Act requires local capital facilities plans to ensure that their comprehensive plans' land use, transportation, and capital facilities elements are coordinated and consistent.

4.2 Comprehensive Plan Consistency

As the City's Land Use and Transportation Plans are set forth, capital facility system improvements needed to support growth can be adequately financed by the City through the Capital Facilities Plan (CFP). If, in the future, capital facilities (system improvements) needed to obtain concurrency for development are not funded by the CFP due to omission or lack of funds, one or more of five strategies must be employed to obtain consistency of plans and concurrency of necessary infrastructure:

Strategy 1: *Unfunded infrastructure projects can be voluntarily fully-funded by a project developer. The provision to use fair-share payback arrangements such as latecomers' agreements would be available. Also, the LID process would be an alternative funding.*

Strategy 2: *The City increases tax revenues, grants, and/or issue bonds to increase CFP funding and thereby construct needed infrastructure.*

Strategy 3: *The City amends the CFP to re-prioritize projects and thereby fund infrastructure projects needed to obtain concurrency.*

Strategy 4: *The City reassesses its Land Use Plan and zoning to lower land use densities and thereby decrease the demand for construction of new infrastructure.*

Strategy 5: *The City lowers its level of service standards for transportation and identify minimum standards for other infrastructure through respective plan documents.*

If the City is engaged in such a preceding reassessment, pending development applications affected by such considerations will be held in suspension for no longer than three months; after which the City will communicate its intent on whether or not to allow the project to proceed in its application cycle. Specific findings of fact laying out the City's decision amending the CFP should be prepared and approved by the City Council. If the aforementioned three month maximum time period cannot be successfully accomplished with the once per year limitation on comprehensive plan amendments, the City Council may declare an emergency and suspend the comprehensive plan amendment limitation.

4.3 Existing Capital Facility Deficiencies and Recommendations

4.3.1 Introduction

The Capital Facilities Plan is required by GMA to identify deficiencies in capital facilities, which are not eligible for development impact fee support. City facilities which are deficient are those which do not now exist in number, size, or location to satisfy levels of service as set forth in City plans for its existing populations:

4.3.2 General Government Facilities

The General Government and Police Department building space meets the established LOS through 2021, however, the Public Works Shops is currently at a 45 s.f. deficit and this grows to 1,650 s.f. by 2021 (see **Table 4-1**).



Table 4-1— City Government Buildings LOS Analysis 201

	Required LOS (s.f./capita)	Existing Building Area (s.f.)	Surplus/Deficit (s.f.)						
			2015	2016	2017	2018	2019	2020	2021
Population			9,545	9,688	9,833	9,981	10,131	10,283	10,437
General Government	1.13	14,577	3,791	3,629	3,465	3,298	3,129	2,958	2,783
Police	0.44	7,654	3,454	3,391	3,327	3,262	3,196	3,130	3,062
Public Works Shops	1.80	17,136	(45)	(303)	(564)	(830)	(1,099)	(1,373)	(1,650)

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This could be updated given current
population in 2022.

¹Based on a current population of 9,545

²City limit population of 12,570

Table 4-2 — Police Level of Service (2 Officers/1,000 Population)

	2015	2016	2017	2018	2019	2020	2021
Population ¹	9,545	9,688	9,833	9,981	10,131	10,283	10,437
Surplus/Deficit ²	(45)	(188)	(333)	(481)	(631)	(783)	(937)
Officers/1000	1.99	1.96	1.93	1.90	1.88	1.85	1.82

¹Population growth assumed at 1.5% per year

²Currently 19 commissioned officers

There are currently 19 commissioned officers serving a population of 9,545, so the ratio is 1.99 officers per 1,000 population, which is below the adopted level of service.

4.3.3 Potable Water System Facilities

Deficiencies for potable water facilities are set forth in the Water System Plan and summarized as follows.

Distribution System: The City plans to continue to expand the water system as development occurs, especially in the northern portions of the City where the area is developing as industrial. The City also has existing pipes that are in need of replacement due to age or disrepair.

Sumner's water source capacity is equal to the production from its springs and wells. The 2009 Water System Plan showed total production equal to 3.72 mgd: Sumner Springs (1.15 mgd), County Springs (0.71 mgd), Elhi Springs (0.13 mgd), Dieringer Well (0.36 mgd), West Well (0.36 mgd) and South Well (1.0 mgd). Sumner's peak day demand is its required source. Subtracting source capacity from peak day demand yields source surplus/deficiency. The 2009 Water System Plan showed a surplus of 0.58 mgd in 2008, but predicted that water source would be insufficient to meet peak daily demand by the end of 2012. However, the 2009 water plan notes that "through a series of planned source improvements, new interties, new source construction and water right transfers the shortfall will be filled and a surplus created."

The City is working on expansions to existing sources, development of new interties with adjacent providers, and acquisition of additional water rights. These efforts include a 450-gallon-per-minute (gpm) intertie with the City of Pacific, a 347-gpm intertie with the Mountain View–Edgewood Water District, improvements to spring sources, and construction of a new well. Combined, these improvements could provide an additional 3.31 mgd of source capacity by 2011. Construction of these improvements would eliminate the projected 2029 capacity deficit.

The Central Well preliminary design was completed in the 2011-2012 biennium and construction is planned for the 2015-2016 biennium (City of Sumner, 2014). City staff has confirmed that as of January 2015, Central Well construction is in progress and will provide a capacity of 1,100 gallons per minute, or the equivalent of 1.58 mgd. Adding this new capacity to the existing 3.72 mgd capacity provides a total of 5.30 mgd. In addition, city staff has indicated that per capita water consumption has been reduced through leak detection and repair as well as water conservation measures.

Storage Improvements: The City has adequate storage capacity projected through 2020 when additional water sources are required. There is also a need for cleaning, repairing and placing earthquake control valves on existing tanks. This also includes the construction of an additional tank on the west side of the valley.

4.3.4 Sanitary Sewer Facilities

System Reliability

The condition of the existing system was examined to determine if service area expansion would have potential impacts on the system reliability. The system's condition was established by interviewing City maintenance staff, reviewing the results of the modeling exercise, and researching the age of the collection system pipelines and pump stations throughout the City's system. Those portions of the City's collection system that need to be upgraded over the next 20- to 25-year planning period were noted and improvements were recommended.

System Capacity Improvements

The City Sanitary Sewer Plan listed recommended improvements to correct the capacity deficiencies in the collection system resulting from existing peak-day flow volumes. These projects, along with updated notes on current status, are listed below:

- Increase the existing capacity of the Parker Pump Station from 285 gallons per minute (gpm) to 950 gpm. Ultimately, the Parker Pump Station will need to be upgraded to 1,800 gpm to accommodate future peak-day flows. Replace the existing 6-inch-diameter force main with 4,000 feet of 10-inch-diameter force main from the Parker Pump Station to a new discharge at Wood Avenue. This project is pending.
- Increase the existing capacity of the Van Tassel Pump Station from 135 gpm to 365 gpm. Extend the 4-inch-diameter force main from the current discharge approximately 1,800 feet further west along Elm Street to a new discharge at Wright Avenue. This project was completed in 2007.
- Increase the existing capacity of the 16th Street Pump Station from 700 gpm to 1,400 gpm. Capacity increases were completed in 2009. An electrical system upgrade at this location is still pending.
- Replace approximately 1,400 lineal feet of existing 10-inch-diameter gravity pipe main with 12-inch-diameter pipe from the 16th Street Pump Station east along 16th Street, then south along Wright Avenue to between Langdon and Washington Streets. This project is pending.
- Increase the existing capacity of the Tacoma Street Pump Station from 175 gpm to 372 gpm. This project was completed in 2009.

The following are improvements recommended in the 2000 plan to correct capacity deficiencies in the existing collection system resulting from future peak-day flow volumes:

- Increase the capacity of the Cherry Street Pump Station from 534 gpm to 1,180 gpm. This project is pending.
- Increase the capacity of the South Street Pump Station from 1,115 gpm to 1,750. This project is pending.

The following are improvements recommended in the 2000 plan to provide capacity to the collection system to allow for expansion into unserved portions within the UGA:

- Increase the capacity of the 142nd Street Pump Station from 2,300 gpm to 5,200 gpm. Install a new 14-inch-diameter force main parallel to the existing line from the existing station to a new discharge at the intersection of W. Main Avenue and Fryar Avenue. This improvement is contingent on the actual industrial wastewater flow meeting or exceeding per-acre flow estimates. These improvements have since been cancelled.
- Expand the capacity of the 16th Street Pump Station No. 2 from 100 gpm to 160 gpm. This project was completed in 2009.

Collection System Upgrades

The following improvements were recommended in the 2000 plan to upgrade the collection system, reduce I/I, extend the lifecycle of the collection system, and extend the life and capacity of the treatment plant:

- Eliminate the hydraulic intertie between Parker, Van Tassel, and 160th Street Pump Stations. This project has been cancelled.
- Identify and eliminate excessive I/I within the collection system. This project is pending.
- Institute a sewer main replacement and/or rehabilitation program to reduce I/I and extend the lifecycle of the collection system. This project is pending.
- Install flow meters at all existing pump stations. Flow meters have been installed at Parker, Cherry, and South pump stations.
- Install standby generators at the South, North, Tacoma, and Cherry Street pump stations. Generators have been installed at North and Forest Canyon pump stations.
- Rewire the Cherry Street and 16th Street pump stations to meet current electrical code requirements. This project has been completed at the Cherry Street station; improvements are pending at 16th Street.

4.3.5 Stormwater Facilities

Problem areas in the stormwater facilities are set forth in the Stormwater Comprehensive Plan, January 1992 and subsequent update in 2004 and 2011. These problem areas were identified during the 25 and 100-year storm events routed through the existing system based on the computer analysis conducted for the plan. The Stormwater Comprehensive Plan includes a detailed map and descriptions of the basins and portions of the system with deficiencies.

4.3.6 Parks Facilities

There are five areas in **Table 3-4** in which the current LOS is below the desirable LOS: community parks, picnic tables, kid's play lots, urban trails and regional parks. The City will be updating the Parks and Open Space Plan during the 2015-16 biennium. These areas of discrepancy will be addressed during that update. **Table 5-3** contains a list of potential improvements and costs that can be incorporated into a future parks plan or be provided sooner if needed.

4.3.7 Fire Facilities

While it is important to ensure that resources arrive quickly, it is equally important that sufficient personnel arrive on scene safely to perform the critical tasks discussed above in section 3.7

As of 2009, EPFR was meeting its 5-minute response time goal only 60% of the time for fire response, though its 90% performance was 5 minutes and 37 seconds. For EMS-only responses, the district met its goal only 59% of the time, and its 90% performance was 6 minutes and 4 seconds.

In 2013, EPFR responded to 8,519 calls, with 74% consisting of EMS incidents. Average (mean) response time (time of dispatch to on-scene) for the first unit to arrive on scene was 6 minutes, 34 seconds (EPFR 2014).

At this time, response time data related to the assembly of a minimum acceptable (effective) response force standard (10 minutes 90% of the time) are not available. Limitations in the structure of the data collected by EPFR and the software used for data collection and reporting make it impractical to develop reliable data for response time reporting.

To meet LOS standards for first-due response units and minimum acceptable (effective) response force, EPFR's staffing of fire stations serving the current area need to be increased. Staffing a minimum of five firefighters per station will allow EPFR to split crews for multiple responses, as needed, and to meet the Washington State Labor and Industries Two-In/Two-Out safety requirement (Washington Administrative Code [WAC] 296-305-05001).

In order for EPFR to achieve all the LOS standards necessary to accomplish critical tasking, mount an effective response force, and achieve acceptable response times, additional fire stations strategically located in the current plan area may also be required.

EPFR should use updated population and employment allocations and land capacity in the Comprehensive Plan and supporting documents as part of their ongoing capital facility planning process. Finally, the City and EPFR could consider an agreement that implements impact fees for capital improvements in city limits and revises the SEPA mitigation fees to help pay for other needs and services.

4.3.8 Public School Facilities



Six-year Facility Needs—Sumner School District

Projected excesses or deficiencies in student enrollment capacity can be derived by comparing projected student enrollment for each year within the forecast period from existing capacity. Deficiencies in student enrollment capacity by grade span, based on this calculation are depicted in **Table 4-3**. Portable classroom space is not counted in capacity calculations.

By the end of the forecast period (2020 in the Sumner School District CFP), an additional students at the elementary level will be housed in classrooms funded through future impact fee revenue.

Table 4-3 — Student Enrollment Capacity, Sumner School District 2013-2020

Grade Span	2013	2014	2015	2016	2017	2018	2019	2020
Elementary (K-5)	-65	-164	-287	-398	-498	-600	-667	-766
Middle School (6-8)	147	180	203	198	151	78	-18	-71
High School (9-12)	-85	-154	-180	-178	-154	-105	-115	-161
Total	73	-138	-264	-378	-501	-627	-800	-998

The Sumner School District is working on an update to the capital facilities plan and including the public in a technical advisory committee that is exploring options for meeting future capacity needs.

4.3.9 Public Streets and Road Facilities

The Transportation Plan sets forth the current and future deficiencies in the City's street and road network. See the Transportation Improvement Program in **Appendix D**.

5. CAPITAL FACILITIES PLAN PROJECTS AND FINANCIAL PLANS

5.1 Introduction

This chapter contains the financial plans and project worksheets for Water System Plan, Sewer Plan and Transportation Plan. Other plans will be included as they become available.

5.2 General Government Facilities

General Government facilities have a total appraised value of \$7.9 million as shown in **Table 5-1**. facilities and the city's funding strategy for meeting this need totals \$750,000 over the next 6 years.

Table 5-1 —

Facility	Value ¹	2016	2017	2018	2019	2020	2021	Total ²
City Hall	\$5,625,700	-	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Public Works Shops	\$2,281,300	-	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Total	\$7,907,000	-	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000

dependent upon City Council appropriation through the budget process. Upon facility replacement, City may utilize

***See Appendix H for 2022 General Government Capital Improvement Plan**

5.3 Water Facilities

The City will be updating the Parks and Open Space Plan in 2015-2016 and a new capital facilities park implementation and acquisition plan will be developed at that time and address any deficiencies.

Appendix B contains the 2009 Water Capital Improvement Plan and Schedule.

5.4 Sanitary Sewer Plan

The 2014 Capital Improvement Program for sanitary sewer shows a number of projects including new generators, WWTP expansion, new pumps and control valves and property acquisitions totaling \$7.6 million by 2021.

Appendix C contains the 2014 Sewer Capital Improvement Plan and Schedule.

5.5 Stormwater Facilities

The stormwater facilities capital improvement projects are scheduled as far out as 2029. These projects include White River levee improvements totaling \$3.09 million; culvert replacements; and numerous other system improvements totaling \$44.9 million.

Table 5-2 contains the 2011 Stormwater Management Plan Capital Improvement Projects.

Table 5-2 — Proposed Capital Improvement Projects, Stormwater*

Capital Improvement Project	Project Priority ¹	Total Cost Year 2008	Year of Completion
CIP No. 1—Alder Avenue High Flow Bypass	Low	\$5,533,000	2019–2029
CIP No. 2—Gary Street Improvements	Medium	\$291,000	2014
CIP No. 4—Railroad Street Improvements	Low	\$80,000	2019–2029
CIP No. 6—River Street Improvements	Low	\$178,000	2019–2029
CIP No. 7—151st Avenue E and 152nd Avenue E Improvements	Medium	\$407,000	2014
CIP No. 8—63rd Street Court E Improvements	Medium	\$484,000	2015
CIP No. 10—64th Street E Outfall Improvements	Medium	\$197,000	2011
CIP No. 11—South 160th Avenue E Improvements	High	\$106,000	2013
CIP No. 12—North 160th Avenue E Improvements	High	\$293,000	2013
CIP No. 13—Elm Street Interceptor	High	\$185,000	2011
CIP No. 14—North Parker Road Improvements	High	\$117,000	2011
CIP No. 15—Parker Road Improvements	High	\$129,000	2012
CIP No. 17—Main Street Improvements	Low	\$168,000	2019–2029
CIP No. 18—Willow Street Interceptor and Tributary Improvements	Medium	\$1,196,000	2015
CIP No. 19—Puyallup Street Outfall Improvements	Medium	\$419,000	2015
CIP No. 21—South SR 410 Diversion Interceptor	Low	\$1,266,000	2019–2029
CIP No. 22—Meade McCumber Street Improvements	Low	\$145,000	2019–2029
CIP No. 24—East Main Street/160th Avenue E Improvements	High	\$248,000	2013

Capital Improvement Project	Project Priority¹	Total Cost Year 2008	Year of Completion
CIP No. 25—Poole Road Outfall Improvements	High	\$357,000	2012
CIP No. 26—Wahl Road Interceptor	Low	\$1,426,000	2019–2029
CIP No. 27—South Parker Road Improvements	High	\$61,000	2011
CIP No. 28—136th Avenue E Improvements	High	\$701,000	2012
CIP No. 29—Puget Sound Power and Light Canal Drainage	Low	\$496,000	2019–2029
CIP No. 31—62nd Street East	High	\$244,000	2012
CIP No. 33—REI/Railroad Culvert Improvements	High	\$156,000	2009
CIP No. 34—Parker Road Culvert Improvements	High	\$66,000	2010
CIP No. 35—Puyallup Watershed Access Culvert Improvements	High	\$61,000	2011
CIP No. 36—47th Street Court E Culvert Improvements	High	\$59,000	2012
CIP No. 37—160th Avenue E Culvert Improvements	High	\$493,000	2013
CIP No. 38—162nd Avenue E Culvert Improvements	Medium	\$138,000	2014
CIP No. 39—East Main Street Culvert Improvements	Medium	\$31,000	2015
CIP No. 40—Salmon Creek Restoration	Medium	\$263,000	2016
CIP No. 41—64th Street E Culvert Improvements	High	\$355,000	2013
CIP No. 42—8th Street E Corridor Improvements	High	\$914,000	2010
CIP No. 43—East Valley Highway Improvements—Detention Pond with Bioswale	Medium	\$2,018,000	2017
CIP No. 44—East Valley Highway Improvements	Medium	\$936,000	2018
CIP No. 45—West Valley Highway Improvements—Detention Pond with Bioswale	Low	\$560,000	2019–2029
CIP No. 46—16th Street East Improvements	Low	\$478,000	2019–2029

Capital Improvement Project	Project Priority ¹	Total Cost Year 2008	Year of Completion
CIP No. 47—White River Levee Improvements	High	\$3,049,000	2013
CIP No. 48—Milwaukee Ditch Regional Facility	Medium	\$2,512,000	2014
CIP No. 49—Golf Course Culvert Improvements	High	\$243,000	2013
CIP No. 50—Development Rights Relinquished by City	High	\$1,524,600	2010
CIP No. 51—Stuck River Setback Levee	Low	\$10,000,000	2019–2029
CIP No. 52—Number 9 Ditch and Forest Canyon Class III Habitat Improvements	Medium	\$611,000	2016
CIP No. 53—Rivergrove Flood Wall	High	\$3,100,000	2011
SITE A.1—42-inch Outfall Water Quality Facility	High	\$421,000	2009
SITE A.2—48-inch Outfall Water Quality Facility	High	\$294,000	2013
SITE D—Detention Pond with Water Quality Facility	High	\$1,518,000	2012
SITE J—Water Quality Treatment Vault	Medium	\$377,000	2016
Total Capital Asset Funds (2008 dollars)(City-funded only—exclude developer or LID-funded projects)		\$44,904,600	

Source: Windish pers. comm.

¹ High = Completed 0–5 years; Medium = Completed 5–10 years; low = Completed within 10–20 years

***See Appendix G for 2022 Stormwater Capital Improvement Plan**

5.6 Parks Facilities

Parks and Opens Space capital improvement projects are listed in **Table 5-3** and show, presents the needs to replace playground equipment, add shelters and picnic areas, and complete bridges for trails totaling \$2.2 million.

Table 5-3 Improvement Plan for Parks and Open

FACILITY	2015	2016	2017	2018	2019
Loyalty Park	\$20,000 Playground Equip Replace 1 of 2		\$20,000 Shelter - Picnic Area		\$25,000 Playground Equip Replace 2 2
Seibenthaler				\$45,000 Playground Equip & Update	
Rainier View					\$500,000 Spay-park
Daffodil Sports Complex		\$10,000 Turf care & Restroom	\$15,000 Sk8-Park Resurface	\$30,000 Court Resurface & LED Install	
Trails		\$250,000 SR- 410/Cherry Pump	\$1,000,000 Completion of Link Section		\$300,000 Stewart Bridge
Total Capital Costs	\$20,000	\$260,000	\$1,035,000	\$75,000	\$825,000
Trails O & M	\$15,000	\$15,000	\$17,000	\$17,000	\$20,000
Parks O & M	\$625,000	\$680,000	\$700,000	\$721,000	\$745,000
Total	\$660,000	\$955,000	\$1,752,000	\$813,000	\$1,590,000

ace — 2015-2021*

2020	2021	Total
		\$65,000
		\$45,000
		\$500,000
		\$55,000
		\$1,550,000
0	0	\$2,215,000
\$20,000	\$23,000	\$127,000
\$765,000	\$780,000	\$5,016,000
\$785,000	\$803,000	\$7,358,000

5.7 Public Streets and Roads

The 2015 Transportation Plan contains numerous transportation improvements and projects that will be necessary to maintain the level of service. The Six-year Transportation Improvement Program (TIP) contains projects ranging from finishing the three bridge projects to adding signal lights at various congested locations. The projects will be funded through a combination of federal, state, and local general fund monies.

Appendix D contains the Six-year Transportation Improvement Program.

5.8 Fire Facilities

An operations and maintenance levy failed to be passed by the voters in the East Pierce Fire and Rescue district and this has resulted in unexpected changes being made to the budget and a capital facilities plan is in the process of being updated in 2015.

5.9 Public School Facilities

The 2014 Sumner School District Capital Facilities Plan is adopted in this plan by reference. Portion of qualifying improvements can be paid for through school impact fees. The impact fees are intended to cover the cost of development between the time of the impact and the time taxes from developed properties begins to cover costs. The City Council has the option to adopt the school impact fee and to determine how much the fee will be.

Appendix E contains the summary of the Sumner School District calculations for school impact fees which are collected through ordinance adopted by the City.

5.10 Water System Improvement Plan

The 2009 Water System Improvement Plan has projects related to distribution lines, storage, and water sources. The total for the 20 year duration of the Plan is: \$4.07 million

Appendix B contains the Water System Capital Improvement Plan and Schedule.

APPENDIX "A"

GLOSSARY OF TERMS



GLOSSARY OF TERMS

Adequate public facilities. Facilities that have the capacity to serve development without decreasing levels of service below locally established minimums.

Assessed Valuation. Refers to how much the total real estate and personal property within a jurisdiction is worth. The value is established by the County Assessor at 100% of appraised market value, and adjusted by the State to account for variations in assessment practices among counties.

Available public facilities. Facilities or services are in place or that a financial commitment is in place to provide the facilities or services within a specified time. In the case of transportation, the specified time is six years from the time of development.

Bonding. Is the act of issuing the debt to finance capital projects and other expenditures.

Budget. A plan of financial operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them.

Capital Program. A plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs arising from the long-term work program or otherwise. It sets forth each project or other contemplated expenditure in which the government is to have a part and specifies the full resources estimated to be available to finance the projected expenditures.

Centennial Clean Water Program (“CCWP”). In 1986, legislation was passed which provides grants to public entities for financing water pollution control activities and facilities to protect surface and underground water from pollution. In addition, a State revolving loan program was established to provide loans or combinations of grants/loans to finance public facilities.

Community Park. Those parks so designated in the City of Sumner Parks and Recreation Plan.

Concurrent or Concurrency. Means that adequate public facilities are available when the impacts of development occur. This definition includes the two concepts or “adequate public facilities” and of “available public facilities” as defined above.

Councilmanic General Obligation Debt. Councilmanic bonds refer to bonds issued with the approval of the Council, as opposed to voted bonds, which must be approved by vote of the public. Councilmanic bonds must not exceed 0.75 percent of the assessed valuation and voted bonds 1.75 percent.

Debt Limit. The maximum amount of gross or net debt that is legally permitted under state law. Debt is an obligation resulting from the borrowing of money.

Development Activity. Any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, that creates additional demand and need for public facilities.

Encumbered. To reserve, set aside or otherwise earmark, the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for public facilities.

Enterprise Fund. Governmental services supported mainly by rates and user fees. A fund established to account for operations: (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital, maintenance, public policy, management control, accountability, or other purposes (i.e. Water, Sewer, Storm Drain).

Fee in Lieu of Charge (“FILO”). Charges are contributions made by developers toward future improvements of City facilities resulting from the additional demand on the City's facilities generated from the development. See also **Mitigation Fees**.

General Obligation Debt. Debt that will be repaid mainly by taxes and other general governmental revenues. This debt includes limited and unlimited general obligation bonds, capital leases and other notes and contracts issued with the full faith and credit of the government.

Guaranty Fund. A fund established by a bond issuer that is pledged as security for the payment of one or more bond issues. Normally used for Local Improvement Districts (LID).

Impact Fee. A fee assessed on new development that creates additional demand and need for public facilities.

Infiltration of stormwater. Groundwater that seeps into the wastewater collection system through pipe cracks, faulty joints, and faulty manholes.

Inflow of stormwater. Consists of water that may enter the wastewater system through illegal connections such as roof gutters, area drains, catch basins, and unplugged clean out openings.

Infrastructure. The underlying foundation, especially the basic installations and facilities on which the continuance and growth of a jurisdiction depends, i.e., streets, and roads, sewer, and water systems.

Latecomer Fees. Fees paid by developers or future service users for their share of past improvements financed by others.

Leasing. A financing technique whereby ownership of the project or equipment remains with the financing entity, and where title may or may not transfer to the City at the end of the lease.

Levy Lid. A statutory restriction on the annual increase in the amount of property tax a given public jurisdiction can assess on regular or excess levies.

Local Improvement District (“LID”). A method of carrying out a specific improvement by allocating the costs among the benefiting properties. The project is usually financed through a long term bond issue, and the repayment of which is mainly from the collection of special assessments from the benefiting properties.

Mitigation Fees. Contributions made by developers toward future improvements of City facilities resulting from the additional demand on the City's facilities generated from the development. See also **Fee in Lieu of Charge**.

Public Facilities. The capital facilities owned or operated by the City or other governmental entities.

Public Works Trust Fund (“PWTF”). A low-interest revolving loan fund which helps local governments finance critical public works needs. To be eligible for trust fund financing, the applicant must be a local government entity that has a long-term plan for financing public works needs. If the applicant is a city or county, it must be imposing the optional one-quarter percent real estate excise tax for capital purposes. Eligible projects include streets and roads, bridges, storm sewers, sanitary sewers, and water system. Loans will only be made for the purpose of repairs, replacement, reconstruction, or improvements of existing eligible public works systems to meet current standards and to adequately serve the needs of the existing populations. New capital improvement projects are not eligible. The maximum loan amount has been one million with a minimum local match of ten percent. Interest rates vary from one to three percent, depending on the match.

Real Estate Excise Tax (“REET”). A tax upon the sale of real property from one person or company to another.

Revenue Bonds. Bonds whose principal and interest are payable exclusively from earnings of an enterprise fund.

Special Assessment. A compulsory levy made against certain properties to defray part or all of the cost of a specific improvement or service deemed to primarily benefit those properties. See also **Utility Local Improvement District**.

System Improvement. Public facilities included in the Capital Facilities Plan and designed to provide service within the community, in contrast to project improvements.

Transportation Improvement Account (“TIA”). Provides funding for transportation projects through two programs: The urban program and the small cities program. Urban projects must be attributable to congestion caused by economic development or growth. They must be consistent with State, regional, and local transportation plans (including transit and rail), and be partially funded by local contributions. Through its urban program project selection process, the TIA requires multi-agency planning and coordination and public/private cooperation to further the goal of achieving a balanced transportation system in Washington State. Small cities program projects are primarily selected on the basis of pavement condition and substandard roadway width. Funding is 1-1/2 cents a gallon on the State gas tax.

Transportation Improvement Board (“TIB”). The purpose of the TIB is to administer funding for local governments for transportation projects. This is accomplished through the Transportation Improvement Account Program and the Urban Arterial Trust Account Program. Revenues are from the State fuel tax, local matching funds, and private sector contributions.

Urban Arterial Trust Account (“UATA”). This is a State grant program for funding urban arterial road and street projects to reduce congestion and improve safety, geometric, and structural concerns. Funding is 7.12% of the 17 cents per gallon of the State gas tax and 1/3 of 1 cent of the State gas tax.

Utility Local Improvement District (“ULID”). Created for improvement to sewer, water, and other utilities and differs from a LID in that all assessment revenues is pledged for payment of debt service of bonds issued to finance the improvements. See also **Special Assessment**.

APPENDIX "B"

2020 WATER SYSTEM PLAN CAPITAL IMPROVEMENT PLAN

City of Sumner
2020 Utility Rate Study: Water Model
CIP (Inflated Dollars)

		Factor for all years prior to 2020														3%	
		Construction Cost Multiplier															
		1.00	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30	1.34	1.38	1.43			
No	Description	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	TOTAL		
1	Capital Related Equip & Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Other Improvements - Operations Facility (1/3)	640,000	257,500	265,225	273,182	281,377	-	-	-	-	-	-	-	-	-	1,717,284	
3	Machinery & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3a	Roller (25%)	-	-	13,261	-	-	-	-	-	-	-	-	-	-	-	13,261	
3b		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3c	Tack Coat Machine (25%)	-	-	5,305	-	-	-	-	-	-	-	-	-	-	-	5,305	
3d	4WD Brush Mower (25%)	-	-	47,741	-	-	-	-	-	-	-	-	-	-	-	47,741	
3e		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Car (PWD) (25%)	-	10,300	-	-	-	-	-	-	-	-	-	-	-	-	10,300	
5		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	CIP No. XX - Autoclave Meters and Vault	15,000	87,550	-	-	-	-	-	-	-	-	-	-	-	-	102,550	
7		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	Updated CIP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Distribution System Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	D1 - 8th Street East and East Valley Highway Loop	-	618,000	-	-	-	-	-	-	-	-	-	-	-	-	618,000	
11	D2 - Riverside Drive and 151st Avenue	500	-	-	-	-	-	-	-	-	-	-	-	-	-	500	
12		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
13		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
14	D5 - Viewpoint Tank to 171st Avenue Court East	-	-	-	-	168,826	-	1,062,707	-	-	-	-	-	-	-	1,231,533	
15		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
16	D7 -Main Leak Repair at BNSF Crossing	191,000	-	-	-	-	-	-	-	-	-	-	-	-	-	191,000	
17	D8 - Water Main Replacement Program	35,000	-	-	-	-	289,819	895,539	307,468	950,078	326,193	1,007,937	346,058	1,069,321	-	5,227,413	
18	D8 - '21-22 Project: Alder/Kincaid Project	260,225	2,039,400	-	1,081,800	-	-	-	-	-	-	-	-	-	-	3,381,425	
19		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20	Watermain Extensions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	D9 - Extend from 149th Avenue to East Valley Highway	-	-	-	-	-	-	-	125,969	518,991	668,200	-	-	-	-	1,313,160	
22	D10 - East Valley Highway from Salmon Creek to CTI	-	-	-	-	-	-	-	-	-	-	4,166,141	-	-	-	4,166,141	
23	D11 - East Valley Highway from CTI to 24th	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
24	D12 - 140th Avenue East and 20th Street East	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
25		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
26	Capital Projects in Conjunction with City Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
27	C3 - Stewart Road Bridge	-	-	-	-	489,596	-	-	-	-	-	-	-	-	-	489,596	
28	C5 - White River Restoration HDD New Main at Lower Elev	173,200	1,496,693	-	-	-	-	-	-	-	-	-	-	-	-	1,669,893	
29	64th & Sumner Tapps Hwy	-	-	106,090	327,818	-	-	-	-	-	-	-	-	-	-	433,908	
30	Main & Wood	-	-	12,731	118,015	-	-	-	-	-	-	-	-	-	-	130,745	
31		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
32	Source Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
33	S1 - Additional Water Rights Acquisition	-	-	1,326,208	2,731,818	3,380,412	2,898,185	-	-	-	-	-	-	-	-	10,336,622	
34	S2 - Central Well Treatment Capacity Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
35	S3 - South Well Improvements	15,914	-	-	-	-	-	-	-	1,034,816	-	-	-	-	-	1,050,729	
36	S4 - Dieringer Well Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
37	S5 - West Well Improvements	-	10,927	-	-	-	-	20,268	-	-	-	-	-	-	-	31,196	
38	S6 - Sumner Springs Improvements	-	-	33,765	-	-	-	79,807	-	-	-	-	-	-	-	113,572	
39	S7 - County Springs Improvements	-	-	-	-	-	-	-	-	-	692,117	-	-	-	-	692,117	

40	Central Well Radio Upgrade	-	15,450	-	-	-	-	-	-	-	-	-	-	-	-	15,450
41	Derringer Well Communications Upgrade	-	15,450	-	-	-	-	-	-	-	-	-	-	-	-	15,450
42	Mothball Ehli Springs, New Service lines to Winery	-	-	31,827	-	-	-	-	-	-	-	-	-	-	-	31,827
43		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44	Storage Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45	ST1 - Earthquake Control Valves and Foundation Improvements	106,090	185,764	2,397,334	-	-	-	-	-	-	-	-	-	-	-	2,689,187
46	ST2 - Viewpoint BPS Improvements	212,180	-	-	-	-	-	-	-	-	-	-	-	-	-	212,180
47	ST3 - North Tank Improvements	-	-	-	463,710	-	-	-	-	-	-	-	-	-	-	463,710
48	ST4 - Viewpoint Tank Detention Pond	-	-	-	-	-	-	696,724	-	-	-	-	-	-	-	696,724
49	ST5 - Springs Tank Improvements	-	-	382,673	-	-	-	-	-	-	-	-	-	-	-	382,673
50		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51	Operations and Maintenance Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	O&M1 - Hydrant and Isolation Valve Upgrades - 20 Years	80,000	82,400	84,872	87,418	90,041	92,742	95,524	98,390	101,342	104,382	107,513	110,739	114,061		1,249,423
	TOTAL CAPITAL PROJECTS (escalated)	\$ 1,729,109	\$ 4,819,434	\$ 4,707,031	\$ 5,083,759	\$ 4,410,252	\$ 3,280,746	\$ 2,850,568	\$ 531,827	\$ 2,605,225	\$ 1,790,893	\$ 5,281,591	\$ 456,797	\$ 1,183,382		\$ 38,730,614
	Total Upgrade/Expansion Projects	\$ 814,565	\$ 2,649,021	\$ 3,036,705	\$ 3,059,940	\$ 2,737,682	\$ 2,179,435	\$ 2,000,942	\$ 285,852	\$ 1,017,311	\$ 1,183,879	\$ 4,475,242	\$ 179,950	\$ 327,925		\$ 23,948,449
	Total R&R Projects	\$ 914,544	\$ 2,170,413	\$ 1,670,325	\$ 2,023,820	\$ 1,672,571	\$ 1,101,310	\$ 849,627	\$ 245,975	\$ 1,587,915	\$ 607,013	\$ 806,350	\$ 276,847	\$ 855,457		\$ 14,782,165
	Projects by CIAC	\$ -	\$ 618,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,969	\$ 518,991	\$ 668,200	\$ -	\$ -	\$ -		\$ 1,931,160
	Projects by Enterprise Fund	\$ 1,729,109	\$ 4,201,434	\$ 4,707,031	\$ 5,083,759	\$ 4,410,252	\$ 3,280,746	\$ 2,850,568	\$ 405,858	\$ 2,086,235	\$ 1,122,692	\$ 5,281,591	\$ 456,797	\$ 1,183,382		\$ 36,799,454

APPENDIX "C"

2020 SEWER CAPITAL IMPROVEMENT PLAN AND SCHEDULE

City of Sumner
2020 Utility Rate Study: Sewer Model
CIP (Inflated Dollars)

		Factor for all years prior to 2020															
		3%															
		Construction Cost Multiplier															
No	Description	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032		TOTAL	
	Capital Related O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Comprehensive Plan	-	-	-	-	-	-	-	-	276,847	-	-	-	-	-	276,847	
	Collections Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Saw Cut Machine (25% of cost)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Mud Cart (25% of cost)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Roller (25% of cost)	-	-	13,261	-	-	-	-	-	-	-	-	-	-	-	13,261	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Tack Coat Machine (25% of cost)	-	-	21,218	-	-	-	-	-	-	-	-	-	-	-	21,218	
	Camera Van (Side Sewer & GIS Software)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	6" Portable Screw Sucker (50%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Insertable Flow Meters	25,000	-	-	27,318	-	-	-	-	-	-	-	-	-	-	52,318	
	Car (PWD) (25%)	-	6,180	-	-	-	-	-	-	-	-	-	-	-	-	6,180	
	Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Golf Course Step	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Operations Building (1/3)	640,000	257,500	265,225	273,182	281,377	-	-	-	-	-	-	-	-	-	1,717,284	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Collections - Pump Stations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Radio System Conversions	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	
	Radio Study/ LS Site Survey	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	LS #01	-	-	-	-	-	-	-	-	1,266,770	-	-	-	-	-	1,266,770	
	LS #02 (Puyallup St) Elect Control Panel	-	212,180	-	-	-	-	-	-	2,100,685	-	-	-	-	-	2,312,865	
	LS #02 Puyallup Forcemain reconfiguration	-	-	-	-	-	107,465	-	-	-	-	-	-	-	-	107,465	
	LS #03 (Van Tassel) Replacement	-	-	-	-	-	-	-	-	-	-	1,384,234	-	-	-	1,384,234	
	LS #04 (Jansen) Replacement	-	-	-	-	-	-	-	-	-	-	-	-	1,218,883	-	1,218,883	
	LS #06 (Seibenthaller) Elect Panel, gen panel, hatch	-	233,398	-	-	-	-	-	-	-	-	-	-	-	-	233,398	
	LS #09 (160th) Abandonment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	LS #10 (Shops) Pump Replacement	-	-	-	-	-	-	184,481	-	-	-	-	2,609,142	-	-	2,793,624	
	LS #11 (16th East) Hatch	41,200	169,744	-	-	-	-	-	-	1,069,914	-	-	-	-	-	1,280,858	
	LS #12 (16th Ave 2) Replacement	-	-	-	-	-	-	-	-	1,043,819	-	-	-	-	-	1,043,819	
	LS #13 (Cannery) Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	LS #14 (24th Ave) 3rd Pump	-	106,090	-	-	-	-	-	-	-	-	-	-	-	-	106,090	
	LS #15 (North) Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	LS #15 (Mastro) Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	LS 5, 8 & 9*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Collections - Gravity Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	White River Restoration Project (LS 14 & FM)	100,000	2,445,323	-	-	-	-	-	-	-	-	-	-	-	-	2,545,323	
	Bride Street Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	410 & Traffic Ave	540,000	-	-	-	-	-	-	-	-	-	-	-	-	-	540,000	
	64th & Tapps Hwy (166th)	-	-	53,045	163,909	-	-	-	-	-	-	-	-	-	-	216,954	
	AutoLane Forcemain	-	309,000	-	-	-	-	-	-	-	-	-	-	-	-	309,000	
	Alder/Kincaid (Cross Connection at Main & Kincaid)	-	123,600	-	-	-	-	-	-	-	-	-	-	-	-	123,600	
	Main & Wood	-	-	10,609	65,564	-	-	-	-	-	-	-	-	-	-	76,173	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Collections - Pretreatment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Insertable Flow Meter (Listed Above in Mach & Equip)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	WWTP Cpaital (40259438)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

	Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6" Screw Sucker (50%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12 yd Dump Truck	6,150	-	-	-	-	-	-	-	-	-	-	-	-	-	6,150
	Diesel Gator	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Valve Exerciser	6,180	-	-	-	-	-	-	-	-	-	-	-	-	-	6,180
	Articulating Manlift Replacement	-	-	63,654	-	-	-	-	-	-	-	-	-	-	-	63,654
	Forklift Replacement	-	30,900	-	-	-	-	-	-	-	-	-	-	-	-	30,900
	Forks for Front End Loader	-	4,120	-	-	-	-	-	-	-	-	-	-	-	-	4,120
	Gantry Crane	-	5,150	-	-	-	-	-	-	-	-	-	-	-	-	5,150
	Car (PWD) (25%)	-	8,240	-	-	-	-	-	-	-	-	-	-	-	-	8,240
	Headworks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Headworks Platform	-	5,150	-	-	-	-	-	-	-	-	-	-	-	-	5,150
	Primary Spiltter Box - Rechannel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Headworks TOC Analyzer	-	77,250	-	-	-	-	-	-	-	-	-	-	-	-	77,250
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Aeration Basins	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Nitrate Monitor for blower control	-	54,590	-	-	-	-	-	-	-	-	-	-	-	-	54,590
	Ammonia Nitrate Probes	-	84,460	-	-	-	-	-	-	-	-	-	-	-	-	84,460
	DO Transmitter	-	7,725	-	-	-	-	-	-	-	-	-	-	-	-	7,725
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Clarifiers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Disinfection & Discharge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Effluent Nitrate Probe	-	7,828	-	-	-	-	-	-	-	-	-	-	-	-	7,828
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Biosolids	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	DAF Replacement	-	-	-	-	-	-	477,621	-	-	-	-	-	-	-	477,621
	Biosolids Dewatering Improvements (2nd Centrifuge)	1,608,784	-	-	-	-	-	-	-	-	-	-	-	-	-	1,608,784
	Dryer (Platform)	-	10,300	-	-	-	-	-	-	-	-	-	-	-	-	10,300
	Dryer Replacement	-	-	-	-	-	-	-	-	7,600,620	-	-	-	-	-	7,600,620
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	General Site (Physical, Generators, SCADA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Electric Swing Gate at Entrance	-	32,960	-	-	-	-	-	-	-	-	-	-	-	-	32,960
	Gate Automations	-	30,900	-	-	-	-	-	-	-	-	-	-	-	-	30,900
	Fuel Tank Replacement at Solids Building	-	5,150	-	-	-	-	-	-	-	-	-	-	-	-	5,150
	TOTAL CAPITAL PROJECTS (escalated)	\$ 3,017,314	\$ 4,227,738	\$ 427,012	\$ 529,973	\$ 281,377	\$ 107,465	\$ 662,102	\$ -	\$ 13,358,655	\$ -	\$ 1,384,234	\$ 2,609,142	\$ 1,218,883	\$ -	\$ 27,823,895
	Total Upgrade/Expansion Projects	\$ 1,573,583	\$ 741,365	\$ 119,947	\$ 134,473	\$ 59,722	\$ 107,465	\$ 141,644	\$ -	\$ 2,712,069	\$ -	\$ 276,847	\$ 652,286	\$ -	\$ -	\$ 6,519,401
	Total R&R Projects	\$ 1,443,731	\$ 3,486,373	\$ 307,065	\$ 395,500	\$ 221,656	\$ -	\$ 520,458	\$ -	\$ 10,646,585	\$ -	\$ 1,107,387	\$ 1,956,857	\$ 1,218,883	\$ -	\$ 21,304,493
	Projects by CIAC	\$ -	\$ 106,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,090
	Projects by Bonney Lake	\$ 915,929	\$ 206,068	\$ 35,965	\$ -	\$ -	\$ -	\$ 269,856	\$ -	\$ 4,294,351	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,519,401
	Projects by Enterprise Fund	\$ 2,101,385	\$ 3,915,580	\$ 391,048	\$ 529,973	\$ 281,377	\$ 107,465	\$ 392,246	\$ -	\$ 9,064,304	\$ -	\$ 1,384,234	\$ 2,609,142	\$ 1,218,883	\$ -	\$ 21,198,403

APPENDIX "D"

2023 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Six Year Transportation Improvement
Program 2023-2028
City of Sumner

Projects Listed in Priority Order
Italics identify unfundend milestones

Prepared by:

DocuSigned by:

6544046B27A84D4
Mike Dahlem, P.E.
Public Works Director

ARTERIAL STREET PROGRAM										
ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
A1	Stewart Rd (8th St.) White River Bridge	Stewart Road at White River	Replace existing 2-lane bridge with new bridge with two unequal length spans. New structure will accommodate 4 vehicle lanes, a sidewalk, and a trail crossing.	\$30,000,000	Partial	Complete	2022	2023	2024-2027	Project funded by Federal STP Grant, FMSIB Grant, Pierce County, Port of Tacoma, and City of Auburn.
A2	166th Ave E Widening	SR 410 WB Ramp Terminals to just north of 64th St. E.	Widen 166th Ave E to 4-5 lanes through the identified corridor and improve lane configuration and intersection control at the two existing intersections.	\$18,000,000	Partial	Complete	2025	2026	2027	Design is City funded, received \$25,000 Port of Tacoma Grant
A3	Main St. and Wood Ave. Intersection Improvements	Main St. and Wood Ave. intersection	Construct pedestrian improvements and upgrade signal to current standards	\$2,000,000	Yes	Complete	Completing in 2022	Completing in 2022	2022-2023	Funding Secured. Project schedule for construction Summer 2022.
A4	Maple Street Pedestrian Signal and Citywide Signal Backplates	Traffic Avenue and Maple Street Ped Signal, Backplates Various Locations Citywide	Replace existing pedestrian-activated rectangular rapid flashing beacons with signal (expected to be a High Intensity Activated Crosswalk (HAWK) signal), add retroreflective backplates to upgrade signal heads citywide.	\$431,000	Yes	Complete	Completing in 2022	Completing in 2022	2023	Over 90% funded by a Highway Safety Improvement Program grant.
A5	Stewart Rd (8th St.) Railroad Crossing	Valentine Ave to Butte Ave (in the City of Pacific)	Widen Stewart Rd from 2 lanes to 4/5 lanes, widen the Union Pacific Railroad Crossing, Install a new signal at Butte Avenue	**\$6,000,000	Yes	Complete	Complete	Complete	2021-2023	Project being run by City of Pacific. City of Sumner to contribute \$700,000 in Sumner TIF funds to the project.
A6	160th Ave. E	Main St. to 64th St. E	Improve and widen streets to minor arterial standards with bike paths and sidewalks.	\$1,000,000	Partial	Complete	2024	2025	2027	Sidewalk on east side of 160th completing in 2022. Remaining upgrades unfunded.
A7	Puyallup St and Tacoma Ave Intersection Improvements	Intersection of Puyallup Street and Tacoma Avenue	Evaluate intersection for an upgrade to a signal and provide sidewalks/ADA improvements	\$1,500,000	No	Complete	2025	2026	2027	This is a future project that will be evaluated in the coming years.
A8	SR 167 / I-5 Connection Project	Puyallup to Fife	WSDOT Gateway Program Project - The SR 167 Completion project will build the remaining four miles of SR 167 between Meridian and I-5, completing a long-planned connection to I-5. The project also includes a two mile connection from I-5 to the Port of Tacoma.	*\$1,000,000,000	Yes	Complete	2017-2025	2017-2025	2019-2030	WSDOT-led regional project. Sumner has committed \$500,000 as a local agency contribution to the project
A9	SR 167	From SR 410 Interchange to 15th St SW (Auburn)	Add southbound HOT lane	*Unknown	No	Complete	2023-2025	N/A	2025-2027	This is a WSDOT-led project on a state highway. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A10	Valley Avenue	From SR 410 to Main Street	Overlay existing roadway surface, complete required ADA upgrades	\$1,500,000	No	Complete	2025	N/A	2026	No funding to date. Roadway is in need of an overlay.
A11	Sumner Tapps Highway/60th St E Intersection Improvements	Sumner Tapps Highway and 60th St E Intersection	Rebuild existing intersection to improve roadway geometrics and add a traffic signal to increase allowable movements	\$3,400,000	No	2023	2024	2025	2027	Potential for partial funding through TIF.
A12	SR 410 / SR 162 Interchange Improvements	Interchange ramps as SR 410	Construct a one-lane roundabout configuration at each of the interchange ramps.	*\$6,650,000	No	Complete	2026	2028	2030	WSDOT-led project that will improve traffic flow at the existing interchange. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A13	Hwy. 162 Improvements	From southern city limits to SR410 EB On/Off Ramps	Construct one additional southbound lane on SR 162.	*\$7,400,000	No	Complete	2026	2028	2030	This is a WSDOT-led project on a state highway. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A14	Main Street and 160th Intersection Improvements	Main St. and 160th Ave E Intersection	Evaluate intersection for an upgrade to a signal and provide sidewalks/ADA improvements	\$2,000,000	No	2023	2024	2026	2027	This is a future project that will be evaluated in the coming years.
A15	Stewart Road Corridor ITS Improvements	Stewart Road from SR 167 toward Lakeland Hills	Connect traffic signals and the railroad crossing to coordinate signal timing to increase vehicular traffic flow and reduce peak-hour delay.	\$2,000,000	No	Completing in 2022	2025	2026	2027	This is a future project that will be evaluated in the coming years.

* Denotes that project is largely funded by WSDOT, and City has either committed a small percentage contribution or no contribution to date.
** Denotes that project is largely funded by City of Pacific, and City has either committed a small percentage contribution or no contribution to date.

Six Year Transportation Improvement
Program 2023-2028
City of Sumner

Projects Listed in Priority Order
Italics identify unfundend milestones

Prepared by:

DocuSigned by:

Mike Dahlem, P.E.
Public Works Director

COLLECTOR STREET PROGRAM

ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
C1	Alder & Kincaid Utility Improvements Phase 1	Park St. to Main St.	Replacement of aging utilities in support of the Town Center Plan redevelopment	\$6,000,000	Yes	Complete	Completing in 2022	N/A	2022-2023	Project includes Heritage park woonerf construction.
C2	Academy Street: Bicycle Lanes	Narrow St. to Wood Ave	Improve and reconfigure exising Academy Street to accommodate dedicated bicycle lanes.	\$875,000	Yes	Complete	Completing in 2022	N/A	2022-2023	Design funding provided by ST3 grant.
C3	Alder & Kincaid Utility Improvements Phase 2	Cherry Ave, Maple St. & Academy St.	Replacement of aging utilities in support of the Town Center Plan redevelopment	\$3,000,000	Yes	Complete	2023	N/A	2023-2024	Busget includes roadway restoration.
C4	160th Ave. E	Elm St. to Main St.	Improve 160th Ave. E. to Collector St. standards with curb, gutter and sidewalks on each side. Portions may be completed as parts of development prior to this time.	\$2,700,000	partial by developers	Complete	2024	2025	2026	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C5	Elm St. E	E. Valley Highway to 160th Ave. E.	Improve Elm St. to Collector St. standards with curb, gutter and sidewalks on each side. Work will include storm drainage facilities and utility replacement	\$2,400,000	partial by developers	Complete	2024	2025	2026	Developers have improved about 40% and remainder is unfunded.
C6	Parker Rd. E	62nd St. to 63rd St.	Construct curb, gutter and sidewalk on east side of the street	\$250,000	Partial	Complete	2024	2025	2026	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C7	Parker Rd. E	From Main St. to Elm St.	Reconstruct Parker Road to Collector St. standards with curbs, gutters, sidewalks, and drainage utilities. Portions have been completed by developer projects and sidewalk grants.	\$1,300,000	Partial	Complete	2024	2025	2026	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C8	Zehnder St.	From Pease Ave. to Wood Ave.	Railroad Crossing Improvements to at-grade BNSF rail crossing	\$1,000,000	No	2023	2024	2025	2026	Identified Road-Rail conflict point where upgrades could be beneficial.
C9	162nd Ave. E Segment Extension	64th St. E to 60th St. E	Construct new 2-lane roadway section with sidewalks	\$3,000,000	No	2024	2025	2026	2028	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C10	62nd St. E Segment Extension	Parker Rd. E to 160th Ave. E	Construct new 2-lane roadway section with sidewalks	\$2,000,000	No	2024	2025	2026	2028	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C11	164th Ave. Ct. E Segment Extension	160th Ave. E to Existing 164th Ave. Ct. E	Construct new 2-lane roadway section with sidewalks	\$2,000,000	No	2024	2025	2026	2028	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C12	Meade McCumber & Gary Street Sidewalk Improvements	Wood Ave. to Valley Ave.	Complete the sidewalk gaps at these two locations	\$650,000	No	Complete	2024	2025	2026	This is a future project that will be evaulated in the coming years.
C13	Elm Street Sidewalk Improvements	Bonney Ave. to Wright Ave.	Exetned the sidewalk on the north side of Elm Street to connect to Bonney Ave and Seibenthaller Park	\$550,000	No	Complete	2024	2025	2026	This is a future project that will be evaulated in the coming years.

TRAIL PROGRAM

ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
T1	Fryar Ave. Trail	West Main St. to Puyallup St.	Complete trail connection through town.	\$5,000,000	Partial	Complete	Completing in 2022	2023	2025	Design and ROW partially funded by federal grant. No construction funding identified.
T2	White River Restoration Trail	#9 Ditch to area north of 16th St.	Construct 8000 LF trail in conjunction with adjacent development	\$3,000,000	Partial	Complete	Completing in 2022	2023	2023	Partially funded by developer.
T3	Rivergrove Pedestrian Bridge	Trail overpass connecting the vicinity of Alder Ave. to 143rd Ave. E	Construct trail bridge to provide a new trail connection between Sumner Town Center and the Rivergrove neighborhood over SR 410.	\$11,200,000	Partial	Complete	2023	N/A	2025	Design funding provided by ST3 grant. No construction funding identified.
T4	Puyallup River Crossing	Sumner WWTP to Puyallup trail	Provides improved connection with the Puyallup and Foothills trail system	\$4,000,000	No	2024	2025	2027	2029	Potential joint project with Puyallup. Eligible for federal CMAQ funding.
T5	Puyallup River Trail Bridge	Trail overpass connecting 144th Ave. E to 143rd Ave. E	Construct a trail bridge and trail connections to provide a connection to the Foothills Trail per the Sumner Parks and Trails Plan.	\$6,000,000	No	2024	2025	2027	2029	Identified in Draft Parks and Trails Plan. No funding source secured.

APPENDIX "E"

SCHOOL DISTRICTS IMPACT FEES



SUMNER-BONNEY LAKE SCHOOL DISTRICT CAPITAL FACILITIES PLAN 2021-2027

Adopted October 2021
by the School District Board of Directors

Table 7. 2021-2027 Capital Projects & Finance Plan

Sumner-Bonney Lake School District Capital Finance Plan: 2021-2027

Revenue Streams

Current Projects	Budget	Expenditures through 8/31/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	Estimated State	Estimated Local Share	Total Revenue
Emerald Hills Replacement	\$28,500,000	\$30,774,665	\$0						\$8,792,415	\$21,982,249	\$30,774,665
District-wide Security Upgrades	\$600,000	\$25,518	\$574,482							\$600,000	\$600,000
Sumner High School Phase 1	\$59,273,837	\$8,191,211	\$48,737,384	\$2,345,242					\$13,340,168	\$45,933,669	\$59,273,837
Mountain View Middle School Addition & Field Improvements	\$17,000,000	\$4,606,732	\$12,199,016	\$194,252						\$17,000,000	\$17,000,000
Land Acquisition	\$3,100,000	\$3,100,000	\$0							\$3,100,000	\$3,100,000
Total	\$108,473,837	\$46,698,126	\$61,510,882	\$2,539,494	\$0	\$0	\$0	\$0	\$22,132,583	\$88,615,918	\$110,748,502
Future Projects	Budget	through 8/31/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	Estimated State	Estimated Local Share	Total Revenue
Land: Elementary/Middle School	\$20,000,000					\$7,500,000	\$12,500,000			\$20,000,000	\$20,000,000
Portable Classrooms	\$1,500,000				\$1,000,000	\$500,000				\$1,500,000	\$1,500,000
BLHS Addition	\$20,000,000			\$1,000,000	\$13,000,000	\$6,000,000				\$20,000,000	\$20,000,000
New Elementary	\$50,000,000					\$24,000,000	\$25,000,000	\$1,000,000	\$11,500,000	\$38,500,000	\$50,000,000
Sumner HS (Master Plan Build Out)*	\$200,000,000			\$2,000,000	\$30,000,000	\$63,000,000	\$65,000,000	\$40,000,000		\$200,000,000	\$200,000,000
Total	\$291,500,000	\$0	\$0	\$3,000,000	\$44,000,000	\$101,000,000	\$102,500,000	\$41,000,000	\$11,500,000	\$280,000,000	\$291,500,000

Note: State match may vary depending on the number of unhoused students

*Non-Capacity Project

Table 8. Single Family Impact Fee Calculation

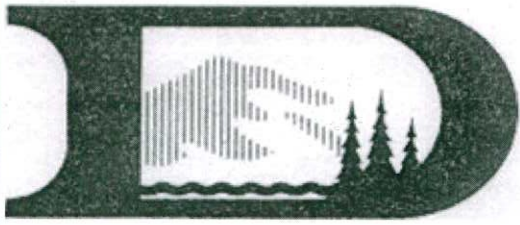
SITE ACQUISITION COSTS (A)	COST PER ACRE	NUMBER OF ACRES	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary	\$500,000	15	550	0.403	\$5,495.45
Middle School	\$500,000	25	750	0.140	\$2,333.33
Senior High	\$3,100,000	2	400	0.099	\$1,534.50
Total					\$9363.29
CONSTRUCTION COSTS (B)	FACILITY COST		NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary	\$50,0000,00		550	0.403	\$36,636.36
Middle School	\$14,040,00		155	0.140	\$12,681.29
Senior High	\$60,000,000		545	0.099	\$10,899.08
Total					\$60,216.74
TEMPORARY FACILITY COSTS (C) (Double-Wide)	PURCHASING COST		NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary	\$600,000		23	0.403	\$10,513.04
Middle School	\$600,000		30	0.140	\$2,800.00
Senior High	\$600,000		30	0.099	\$1,980.00
Total					\$15,293.04
STATE MATCHING CREDIT (D)	BOECKH INDEX	SQ FT PER STUDENT	STATE MATCH	STUDENT FACTOR	TOTAL COST
Elementary	\$242.26	90	0.5851	0.403	\$5,141.14
Middle School	\$242.26	117	0.5851	0.140	\$2,321.80
Senior High	\$242.26	130	0.5851	0.099	\$1,824.28
Total					\$9,287.22
	PRESENT VALUE FACTOR	BOND LEVY RATE	ASSESSED VALUE OF UNIT	BOND INTEREST	TOTAL CREDIT
TAX PAYMENT CREDIT (TC)	9.767809	\$2.353	\$503,812	3.477%	\$11,334.24
NET COST (A+B+C-D)-TC					\$64,251.60
DISCOUNT IS 50%, RATE IS 0.50 IMPACT FEE PER UNIT (NET COST-TC)*DISCOUNT RATE)					\$32,125.80
LESS OTHER CREDITS (FC)					0
NET IMPACT FEE PER UNIT					\$32,125.80

Note: High School Site Acquisition reflects property needs at SHS.

Table 9. Multi-family Family Impact Fee Calculation

SITE ACQUISITION COSTS (A)	COST PER ACRE	NUMBER OF ACRES	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary	\$500,000	15	550	0.095	\$1,295.45
Middle School	\$500,000	25	750	0.043	\$716.67
Senior High	\$3,100,000	2	400	0.033	\$511.50
Total					\$2,523.62
CONSTRUCTION COSTS (B)			NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary	\$50,000,000		550	0.095	\$8,636.36
Middle School	\$14,040,000		155	0.043	\$3,894.97
Senior High	\$60,0000,00		545	0.033	\$3,633.03
Total					\$16,164.36
TEMPORARY FACILITY COSTS (C)	PURCHASING COST		NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary	\$600,000		23	0.095	\$2,478.26
Middle School	\$600,000		30	0.043	\$860.00
Senior High	\$600,000		30	0.033	\$660.00
Total					\$3,998.26
STATE MATCHING CREDIT (D)	BOECKH INDEX	SQ FT PER STUDENT	STATE MATCH	STUDENT FACTOR	TOTAL COST
Elementary	\$242.26	90	0.5851	0.095	\$1,211.93
Middle School	\$242.26	117	0.5851	0.043	\$713.13
Senior High	\$242.26	130	0.5851	0.033	\$608.09
Total					\$2,533.15
	PRESENT VALUE FACTOR	BOND LEVY RATE	ASSESSED VALUE OF UNIT	BOND INTEREST	TOTAL CREDIT
TAX PAYMENT CREDIT (TC)	9.7705	\$2.353	\$552,298	3.477%	\$12,428.49
NET COST (A+B+C-D)-TC					\$7,724.60
DISCOUNT IS 50%, RATE IS 0.50 IMPACT FEE PER UNIT (NET COST- TC)*DISCOUNT RATE)					\$3,862.30
LESS OTHER CREDITS (FC)					0
NET IMPACT FEE PER UNIT					\$3,862.30

Note: High School Site Acquisition reflects property needs at SHS.



***Dieringer School District
Capital Facilities Plan
2021-2026***

DRAFT

Board Approval scheduled on August 17, 2020

School Impact Fee Calculation 6/20				DISTRICT Dieringer School District			
School Site Acquisition Cost:							
((AcresxCost per Acre)/Facility Capacity)xStudent Generation Factor							
	Facility	Cost/	Facility	Student	Student		
	Acreage	Acre	Capacity	SFR	MFR	Cost/	Cost/
Elementary #3	12.00	\$438,613	433	0.322	0.172	\$3,909	\$2,091
Middle				0.130	0.070		
					TOTAL	\$3,909	\$2,091
School Construction Cost:							
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(permanent/Total Sq Ft)							
		Facility	Facility	Student	Student		
		Cost	Capacity	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary #3		\$25,275,000	433	0.322	0.172	\$18,796	\$10,040
				0.130	0.070		
					TOTAL	\$18,796	\$10,040
Temporary Facility Cost:							
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(Temporary/Total Square Feet)							
	%Temp/	Facility	Facility	Student	Student	Cost/	Cost/
	Total Sq.Ft	Cost	Size	Factor	Factor	SFR	MFR
				SFR	MFR		
Elementary		\$0	0	0.322	0.172		
Middle		\$0	0	0.130	0.070		
					TOTAL	\$0	\$0
State Matching Credit:							
Boeckh Index X SPI Square Footage X District Match % X Student Factor							
	Boeckh	SPI	District	Student	Student		
	Index	Footage	Match %	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary							
Middle							
					TOTAL	\$0	\$0
Tax Payment Credit:							
Average Assessed Value 2020						SFR	MFR
Capital Bond Interest Rate (est) 5/20						\$653,162	\$480,235
Net Present Value of Average Dwelling						0.40%	0.40%
						\$6,390,194	\$4,698,367
						10	10
Property Tax Levy Rate 2020						\$2.2460	\$2.2460
Present Value of Revenue Stream						\$14,352	\$10,553
Fee Summary:							
				Single	Multiple		
				Family	Family		
	Site Acquisition Costs			\$3,909.23	\$2,090.76		
	Permanent Facility Cost			\$18,795.73	\$10,039.95		
	Temporary Facility Cost			\$0.00	\$0.00		
	State Match Credit			\$0.00	\$0.00		
	Tax Payment Credit			(\$14,352.38)	(\$10,552.53)		
	FEE			\$8,353	\$1,578		
	FEE WITH DISCOUNT OF 50%			\$4,176			
	FEE WITH DISCOUNT OF 50%				\$789		

APPENDIX "F"

CITY COUNCIL FINAL: ORDINANCE 2530

**ORDINANCE NO. 2530
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING THE CITY OF SUMNER 2015 COMPREHENSIVE PLAN;
TRANSPORTATION PLAN; CAPITAL FACILITIES PLAN AND ENVIRONMENTAL
IMPACT STATEMENT AS A PART OF THE 2015 COMPREHENSIVE PLAN UPDATE.**

WHEREAS, the Washington State Growth Management Act, per RCW 36.70A.130 mandates that the City update the Comprehensive Plan by June 30, 2015 including necessary supporting plans and development regulations; and

WHEREAS, the City of Sumner City Council is hereby adopting only part of the total number of documents related to and required for the 2015 Comprehensive Plan Update per the Growth management Act. Subsequent and separate ordinances will be adopting amendments to: 1) development regulations; 2) critical areas regulations; 3) East Sumner Neighborhood Plan (subarea); and 4) East Sumner Neighborhood Plan implementing development regulations; and 5) East Sumner Neighborhood Plan Planned Action EIS Ordinance; and

WHEREAS, the City of Sumner's Comprehensive Plan was originally adopted by Ordinance No. 1625 on April 4, 1994 to comply with the Growth Management Act, addressing land use, community character, transportation, regional planning, the environment, open-space and parks, capital facilities and utilities; and

WHEREAS, in compliance with the State Environmental Policy Act (SEPA) RCW 43.21c and WAC 197-11, the City of Sumner issued a Determination of Significance on this proposal on August 6, 2014 and scoping was conducted and comment received until August 29, 2014; and a Revised Scoping Notice was issued on December 2, 2014; and a Draft Supplemental Environmental Impact Statement (DSEIS) was issued on February 24, 2015 for a 60-day comment period ending April 24, 2015, and the Final Supplemental Environmental Impact Statement (FSEIS) was issued on July 20, 2015; and

WHEREAS, the proposed 2015 Comprehensive Plan Update and all supporting documents and the DSEIS were sent to the Washington State Department of Commerce on February 24, 2015 per RCW 36.70A.106 for a 60-day review; and

WHEREAS, the City has completed a public process including a public hearing with the Planning Commission on March 19, 2015 and April 2, 2015 and in addition held study sessions and special meetings on June 18, 2015 and May 21, 2015; and

WHEREAS, the Planning Commission on May 4, 2015 approved with a 5-2 vote a recommendation that the City Council adopt Alternative 3: Assertive Collaborative Action as set forth in the DSEIS with proposed changes for the 2015 Comprehensive Plan Update which: 1) changes and amends the Manufacturing/Industrial Center (MIC) boundary to include the former Sumner Meadows Golf Course; 2) removes the PMUD overlay from Fleischmann's property and includes it in the MIC; 3) removes Design Districts designations on the Comprehensive Plan Map; 4) amends Private Public Utility Facility (PPUF) designations on former Cascade Water Alliance property that has been surplus; 5) retains a "Joint Planning Area" as a future southern expansion to keep in policy and the Plan for future reference, and describe in policy what is meant by this area; 6) implements a Planned Action under SEPA in the East Sumner Neighborhood Plan; 7) updates Critical Areas Regulation to be consistent with best available science; 8) updates development regulations for consistency with the Comprehensive Plan; 9) designates and rezones approximately 0.4 acres from Neighborhood Commercial to Light Manufacturing (M-1) located at 1418 Wood Avenue; 10) redesignates and rezones Medium Density Residential (MDR) to Light Manufacturing (M-1) along the East Valley Highway; 11) increases buildable land units in Town Center by 50% (net increase of 115 units above No Action) due to elimination of the condominium requirement

for multi-family around the train station and amendments to parking standards in the Town Center to promote development; and removing the ground related requirement for standalone multi-family housing; and 12) assumes a job mix in the City that recognizes trends based on Puget Sound Regional Council's Land Use Targets Workbook showing a more intense employment density; and

WHEREAS, the City Council held a duly advertised public hearing on July 6, 2015 and July 13, 2015 following numerous Study Sessions beginning in October 2014; and a subsequent study sessions in July to deliberate and discuss alternatives; and

WHEREAS, the City Council has found the proposed 2015 Comprehensive Plan amendments to be consistent with the Growth Management Act, VISION 2040 Multi-county planning policies, and Pierce County Countywide Planning Policies.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON
DO ORDAIN AS FOLLOWS:**

Section 1. That the 2015 Comprehensive Plan, Exhibit A, attached hereto and incorporated by reference is hereby adopted;

Section 2. That the 2015 Comprehensive Transportation Plan, Exhibit B, attached hereto and incorporated by reference is hereby adopted;

Section 3. That the 2015 Capital Facilities Plan, Exhibit C, attached hereto and incorporated by reference is hereby adopted;

Section 4. That the *DRAFT Supplemental Environmental Impact Statement, February 2015*, Exhibit D, attached hereto and incorporated by reference is hereby adopted;

Section 5. That the *FINAL Supplemental Environmental Impact Statement, July 2015*, Exhibit E, attached hereto and incorporated by reference is hereby adopted;

Section 6. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

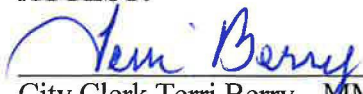
Section 7. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 27th day of July, 2015.



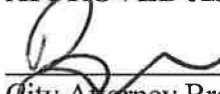
Mayor David L. Enslow

ATTEST:



City Clerk Terri Berry, MMC

APPROVED AS TO FORM:



City Attorney Brett C. Vinson

First Reading: 07/27/15
Date Adopted: 07/27/15
Date of Publication: 07/30/15
Effective Date: 08/04/15

APPENDIX "G"

2020 Stormwater Utility Capital Improvement Plan

City of Sumner
2020 Utility Rate Study: Stormwater Model
CIP (Inflated Dollars)

		Factor for all years prior to 2020															
		3%															
		Construction Cost Multiplier															
No	Description	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032		TOTAL	
1	Capital Related O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
2	Machinery & Equipment	-	8,240	114,047	-	-	-	-	-	-	-	-	-	-	-	-	122,287
3	Capital Improvement Program Update	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Other Improvements - Operations Facility	700,791	257,500	265,225	273,182	281,377	-	-	-	-	-	-	-	-	-	-	1,778,075
5	Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	CIP No. 7 (2011) - 151st Avenue E & 152nd Avenue E Improvements	-	-	-	-	-	-	-	-	-	-	-	1,585,086	1,632,639	-	-	3,217,725
7	CIP No. 8 (2011) - 63rd Street Ct E Improvements	-	-	-	-	329,887	-	-	-	-	-	-	-	-	-	-	329,887
8	CIP No. 11 (2011) - South 160th Avenue E Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	CIP No. 12 (2011) - North 160th Avenue E Improvements	-	540,235	556,442	-	-	-	-	-	-	-	-	-	-	-	-	1,096,677
10	CIP No. 18 (2011) - Willow Street Interceptor & Tributary Improvements	-	-	-	-	-	-	-	-	-	-	-	3,182,354	-	-	-	3,182,354
11	CIP No. 24 (2011) - E Main Street / 160th Avenue E Improvements	35,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000
12	CIP No. 27 (2011) - South Parker Rd Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	CIP No. 31 (2011) - 62nd Street East	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	CIP No. 36 (2011) - 47th Street Ct E Culvert Improvements	-	18,540	19,096	48,626	50,085	-	-	-	-	-	-	-	-	-	-	136,348
15	CIP No. 37 (2011) - 160th Avenue E Culvert Improvements	-	145,539	149,905	-	-	-	-	-	-	571,752	588,904	-	-	-	-	1,456,100
16	CIP No. 38 (2011) - 162nd Avenue E Culvert Improvements	-	49,286	50,764	147,081	151,493	-	-	-	-	-	-	-	-	-	-	398,624
17	CIP No. 39 (2011) - E Main Street Culvert Improvements	-	10,661	10,980	11,091	11,424	-	-	-	-	-	-	-	-	-	-	44,156
18	CIP No. 40 (2011) - Salmon Creek Restoration	6,000	-	185,339	273,346	281,546	-	-	-	-	-	-	-	-	-	-	746,231
19	CIP No. 41 (2011) - 64th Street E Culvert Improvements	171,000	515,000	615,322	2,185,454	-	-	-	-	-	-	-	-	-	-	-	3,486,776
20	CIP No. 43 (2011) - East Valley Highway Improvements - Detention Pond w/Bioswale	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	CIP No. 44 (2011) - East Valley Highway Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	CIP No. 47 (2011) - White River Imp. (Pacific Pointbar, Stewart Setback) - Grant Share	-	500,000	500,000	4,000,000	4,300,000	-	-	7,000,000	7,000,000	7,000,000	-	-	-	-	-	30,300,000
23	CIP No. 47 (2011) - White River Imp. (Pacific Pointbar, Stewart Setback) - Utility Share	500,000	515,000	530,450	-	-	-	-	600,000	600,000	600,000	-	-	-	-	-	3,345,450
24	CIP No. 51 (2011) -24th Street Setback Levee (Grant Share)	-	750,000	500,000	23,000,000	23,000,000	-	-	-	-	-	-	-	-	-	-	47,250,000
25	CIP No. 51 (2011) -24th Street Setback Levee (Utility-Funded Share)	1,708,000	772,500	530,450	600,000	-	-	200,000	200,000	200,000	200,000	-	-	-	-	-	4,410,950
26	Bridge Street Bridge Replacement	120,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120,000
27	Stewart Rd Bridge Replacement	-	-	-	-	337,653	231,855	238,810	368,962	-	-	-	-	-	-	-	1,177,280
28	Decant Facility	11,500	206,000	-	-	-	-	-	-	-	-	-	-	-	-	-	217,500
29	Parker Court Storwater Facility Retrofit	-	51,500	-	-	-	-	-	-	-	-	-	-	-	-	-	51,500
30	SITE D - Detention Pond w/Water Quality Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
31	Capital Program - Storm LID and Cross-Connection Reduction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	Salmon Creek Watershed Planning Study	250,000	128,750	132,613	-	-	-	-	-	-	-	-	-	-	-	-	511,363
33	CIP No. 1 (2020) -Railroad Street: North St to Everett St Conveyance	-	-	-	390,224	-	-	-	-	-	-	-	-	-	-	-	390,224
34	CIP No. 2 (2020) - 63rd St Ct: East of Parker Rd Trunk Line Relocation	-	-	211,013	-	-	-	-	-	-	-	-	-	-	-	-	211,013
35	CIP No. 8 (2020) - Meade McCumber St and 158th Ave Intersection Improvements	-	-	-	-	-	380,242	-	-	-	-	-	-	-	-	-	380,242
36	CIP No. 9 (2020) - Poole Road Outfall Improvements	-	-	-	-	-	-	-	168,493	-	-	-	-	-	-	-	168,493
37	CIP No. 18 (2020) - Rivergrove Puyallup River Levee Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
38	CIP No. 19 (2020) - 24th St and 142nd Ave Intersection Treatment	-	176,130	-	-	-	-	-	-	-	-	-	-	-	-	-	176,130
39	CIP No. 21 (2020) - Stewart Road Pond Repair and Enhancement	-	-	377,680	-	-	-	-	-	-	-	-	-	-	-	-	377,680
40	CIP No. 22 (2020) - Drainage District 11 Water Quality Enhancement Program	-	-	-	114,736	118,178	121,724	125,375	-	-	-	-	-	-	-	-	480,014
41	CIP No. 25 (2020) - Wood Ave: Zehnder to 16th Conveyance	-	-	-	-	-	-	-	193,090	-	-	-	-	-	-	-	193,090
42	CIP No. 28 (2020) - Maple St and Wood Ave Intersection Conveyance	-	-	-	-	192,462	-	-	-	-	-	-	-	-	-	-	192,462
43	CIP No. 29 (2020) - Sumner Tapps Hwy and 60th St Intersection Conveyance	-	-	-	-	-	-	-	122,987	-	-	-	-	-	-	-	122,987
44	CIP No. 30 (2020) - 166th Ave E Widening near 64th St E Conveyance	-	-	-	-	-	1,159,274	2,149,294	-	-	-	-	-	-	-	-	3,308,568
45	CIP No. 31 (2020) -160th Ave: West Side, 64th St to Main St Conveyance	-	-	-	-	-	-	352,377	-	-	-	-	-	-	-	-	352,377
46	CIP No. 32 (2020) - 62nd St: 166th Ave to 160th Ave Conveyance	-	-	-	-	-	-	-	-	-	-	1,983,412	-	-	-	-	1,983,412
47	CIP No. 35 (2020) - 160th St: Main St to Elm St Conveyance	-	-	-	-	-	-	-	-	-	-	-	-	-	570,304	-	570,304
48	CIP No. 36 (2020) - Elm St: E Valley Hwy to 160th Ave Conveyance	-	-	-	-	-	-	-	-	-	-	-	-	-	1,514,723	-	1,514,723
49	CIP No. 37 (2020) - Parker Rd: 62nd St to 63rd St Conveyance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
50	CIP No. 38 (2020) - Parker Rd: Main St to 50th St Conveyance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51	CIP No. 39 (2020) - Street Overlay Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

52	CIP No. 40 (2020) - Sidewalk Replacement Program	-	23,690	24,401	25,133	25,887	-	-	-	-	-	-	-	-	-	99,110
53	CIP No. 41 (2020) - Volunteer Sidewalk Program	-	38,110	39,253	40,431	41,644	-	-	-	-	-	-	-	-	-	159,438
54	CIP No. 42 (2020) - Safe Routes to School	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55	CIP No. 43 (2020) - Mountain Circle Outfall Upsizing	-	-	-	277,006	285,316	-	-	-	-	-	-	-	-	-	562,323
56	East Sumner Neighborhood Channel Realignment	-	82,400	318,270	-	-	-	-	-	-	-	-	-	-	-	400,670
57	Main St and Wood Ave Intersection Improvements	-	-	10,609	109,273	-	-	-	-	-	-	-	-	-	-	119,882
58	E Sumner Regional Storm Facility	-	103,000	-	-	-	-	-	-	-	-	-	-	-	-	103,000
	TOTAL CAPITAL PROJECTS (escalated)	\$ 3,502,291	\$ 4,892,080	\$ 5,141,860	\$ 31,495,583	\$ 29,406,952	\$ 1,893,095	\$ 3,065,857	\$ 8,653,532	\$ 7,800,000	\$ 8,371,752	\$ 2,572,316	\$ 4,767,440	\$ 3,717,666		\$ 115,280,424
	Total Upgrade/Expansion Projects	\$ 1,974,216	\$ 2,940,483	\$ 2,792,512	\$ 22,688,204	\$ 21,691,578	\$ 910,030	\$ 1,545,316	\$ 6,276,766	\$ 5,850,000	\$ 6,307,401	\$ 1,462,829	\$ 1,747,249	\$ 1,744,772		\$ 77,931,358
	Total R&R Projects	\$ 1,528,075	\$ 1,951,597	\$ 2,349,347	\$ 8,807,378	\$ 7,715,375	\$ 983,064	\$ 1,520,541	\$ 2,376,766	\$ 1,950,000	\$ 2,064,350	\$ 1,109,487	\$ 3,020,191	\$ 1,972,894		\$ 37,349,066
	Projects by CIAC	\$ -	\$ 1,250,000	\$ 1,000,000	\$ 27,277,006	\$ 27,585,316	\$ -	\$ -	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ -	\$ -	\$ -		\$ 78,112,323
	Projects by Enterprise Fund	\$ 3,502,291	\$ 3,642,080	\$ 4,141,860	\$ 4,218,576	\$ 1,821,636	\$ 1,893,095	\$ 3,065,857	\$ 1,653,532	\$ 800,000	\$ 1,371,752	\$ 2,572,316	\$ 4,767,440	\$ 3,717,666		\$ 37,168,101

APPENDIX "H"

2022 GENERAL GOVERNMENT FACILITIES CAPITAL IMPROVEMENT PLAN

5.2 General Government Facilities

General Government facilities have a total appraised value of \$13.5 million as shown in **Table 5-1**. The deficiencies predicated on the growth in the City's population will result in need for expanded facilities. The city's funding strategy for meeting this need totals \$850,000 over the next 6 years. As general government facilities require expansion or replacement, the best and most efficient use will be determined, and a funding strategy developed.

The City is currently in the process of final design of a new Public Works Operations Facility to replace the Public Works Shop. The anticipated replacement cost is \$50,000,000; a full funding strategy is under development.

Table 5-1 — General Government Facilities Capital Improvement Plan—2017-2022

Facility	Appraised Value ¹	2017	2018	2019	2020	2021	2022	Total ²
City Hall	\$7,401,543	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Public Works Shops	\$1,406,402	\$0	\$0	\$0	\$228,000	\$1,800,000	\$1,000,000	\$3,028,000
Senior Center	\$1,169,679	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ryan House	\$989,771	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Library Property	\$2,534,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$13,501,444	-	\$150,000	\$150,000	\$328,000	\$1,900,000	\$1,100,000	\$3,628,000

¹Appraised for City insurance purposes, as of 06/30/2022. Values reflect total insurable replacement cost of the building; fixtures and other contents are insured separately.

²Figures reflect accrual of replacement funds; not full replacement cost. Accrual of replacement dollars is dependent upon City Council appropriation through the budget process. Upon facility replacement, City may utilize reserves or debt capacity for funding options.

APPENDIX "I"

2022 PARKS AND OPEN SPACE CAPITAL IMPROVEMENT PLAN

ID	Project	Location	Description	Total Cost	Funded	Planning	Design	ROW/Permit	Construction	Remarks	Funding Cycle(s)
1	Covered Court	Rainier View Park	RVP Covered Court Improvements	\$ 1,500,000	Yes	2018-2022	2018-2022	2022	2023-2024	Funded w/ Impact Fees, RCO, LCP	2020 RCO & LCP
2	Master Plan	Seibenthaler Park	Master Planning	\$ 70,000	Yes	2021/2022	2021/2022	N/A	N/A	Preferred concept March 2022	PIF
3	Master Plan	Bennett Property	Master Planning	\$ 100,000	Yes	2021/2022	2021/2022	N/A	N/A	Preferred concept March 2022	PIF
4	Development	Seibenthaler Park	Development from preferred concept	\$ 5,000,000	Partial	2022	2022	2024	2025	Apply for grant funding	2022 RCO
5	Development	Bennett Property	Development from preferred concept	\$ 7,500,000	Partial	2022	2022	2024	2025	Apply for grant funding	2022 RCO
6	Master Plan - Main St. Vision	Reuben A. Knoblauch Heritage Park	Master Planning	\$ 250,000	Partial	2022/2023	2022/2023	2026	2029	RFQ for Master Plan 2022	LTAC
7	Ryan House Improvements	Ryan House Park	Upgrade facility to better serve community	\$ 750,000	Partial	2020-2022	2022	TBD	TBD	Updates to utilize facility to better serve community	RCO/LTAC/REET/ARPA/PCL
8	Development	Reuben A. Knoblauch Heritage Park	Development from preferred concept	\$ 10,000,000	No	2023	2023	2025	2027	Preferred concept	RCO/LTAC/REET/ARPA/PCL
9	Master Plan & Development	Qunell Family Park	Master Plan & Development	\$ 1,500,000	No	2022/2023	2022/2023	2026	2027	Apply for grant funding	2024 RCO
10	Land Acquisition	29th Street area	Locate and acquire land for neighborhood park	\$ 500,000	No	2022	TBD	TBD	TBD	Update Comprehensive Plan to identify area of need	2023 PCCF (March)
11	Park Improvements	Rainier View Park	Field drainage, turf, picnic shelters	\$ 1,000,000	No	2024	2024	2026	2027	Identified improvements for next phase	2024 RCO
12	Park Improvements	Loyalty Park	ADA parking, picnic shelters, walking trail	\$ 1,000,000	No	2024	2024	2027	2028	Identified improvements for next phase	2024 RCO
13	Development	32nd Street ROW	Design and develop park at end of 32nd St	\$ 2,500,000	No	2024	2024	2026	2027	Begin design and development	2026 RCO
14	Park Improvements	Sk8 Park	Bowl and streetscape improvements	\$ 750,000	No	2025	2025	TBD	TBD	Identified improvements for next phase	2026 RCO
15	Park Improvements	Bill Heath Sports Complex	Field turf, lighting, batting cages, playground	\$ 2,500,000	No	2025	2025	2027	2028	Identified improvements for next phase	2026 RCO YAF
16	Land Acquisition	TBD	Acquire Park & Openspace Land	TBD	No	TBD	TBD	TBD	TBD	Acquire land when feasible and in best interest of the City	TBD
17	Playground Replacement	Rainier View Park	Replacement program, 2007 install needs replacing	\$ 240,000	Partial	2022	2023	TBD	TBD	Part of replacement program	TBD

2022-2027 Parks Improvement Plan

Italized = TBD

APPENDIX "J"

CITY COUNCIL RESOLUTION NO. 1634 EXTENDING CFP

**RESOLUTION NO. 1634
CITY OF SUMNER, WASHINGTON**

**AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING AN TIME EXTENSION TO THE 2015-2021 CAPITAL FACILITIES PLAN.**

WHEREAS, the Washington State Growth Management Act, per RCW 36.70A.070(3) mandates that the Comprehensive Plan contain a capital facilities plan element consisting, among other requirements, at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and

WHEREAS, the City of Sumner Capital Facilities Plan was updated and adopted in July 2015 with a six-year financial plan; and

WHEREAS, the City of Sumner City Council wishes to extend the existing Capital Facilities Plan to 2024 and include current capital improvement plans for the following facilities: sanitary sewer, water, stormwater parks, transportation and general government (e.g. City Hall); and

WHEREAS, the extension would also include an current Capital Facilities Plan from the Sumner-Bonney Lake School District (2021-2027) and the Dieringer School District; and

WHEREAS, the City of Sumner, per RCWs 36.70A.130, will be completing a mandatory periodic update to the City's Comprehensive Plan by June 30, 2024 and this will include a full update to the Capital Facilities Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON AS FOLLOWS:

Section 1. That the adopted 2015 Capital Facilities Plan, Exhibit A, attached hereto and incorporated by reference is hereby extended to 2024.

Section 2. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 15th day of August, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Approval of the meeting minutes from the regular council meeting of August 1, 2022 and the August 8, 2022, study session

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Regular Council Meeting Minutes - August 1, 2022
2. Study Session Minutes - August 8, 2022

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous council meetings.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Approve as written.



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Deputy City Attorney Maili Barber, Development Services Director Doug Beagle, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Communications Director Carmen Palmer, Chief Financial Officer Kassandra Raymond, Deputy Police Chief Andy McCurdy and Senior Planner Ann Siegenthaler.

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole Hochstatter, Neuman, Reed and Stuard

COUNCILMEMBERS BROWN AND NEUMAN WERE ABSENT.

MOVED BY HOCHSTATTER SECONDED BY REED TO EXCUSE COUNCILMEMBER BROWN.

PASSED BY VOICE VOTE.

MOVED BY HOCHSTATTER SECONDED BY REED TO EXCUSE COUNCILMEMBER NEUMAN.

PASSED BY VOICE VOTE.

EXECUTIVE SESSION

Mayor Hayden then adjourned the regular council meeting into an Executive Session at 6:03pm, for the purpose of, "Pursuant to RCW 42.30.110.1.a.11 to consider information regarding the infrastructure and security of computer and telecommunications networks." The Executive Session would last 15 minutes and there would be no action to follow. At 6:18pm the Clerk announced the Executive Session would be an additional 5-minutes.

At 6:23pm, the Mayor reconvened the regular meeting.

MOVED BY HOCHSTATTER, SECONDED BY STUARD TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Resolution No. 1633 - Interlocal Agreement with the Port of Tacoma (Ryan House)
2. Approval of the meeting minutes from the regular council meeting of July 18, 2022, and July 25, 2022 study session.

PASSED BY VOICE VOTE.

PUBLIC HEARING

Mayor Hayden opened the first Public Hearing at 6:27pm and called on Administrative Services Director Jeff Steffens who in turn, introduced Jamie Bariekman, IT Auditor and Michael Hjermsstad, Assistant Audit Manager both from the Office of the Washington State Auditor and addressed the topic of:

Cyber Security Performance Audit

With no questions or comments from the public or the Council, Mayor Hayden closed the hearing at 6:33pm.

The second Public Hearing was opened at 6:33pm Mayor Hayden called on Senior Planner Ann Siegenthaler to address the topic of:

Ordinance No. 2832 - Houston Road Annexation

Dave Radcliff, Cannery Way, Sumner, spoke in favor.

Jolene Jones, Main Street, Sumner, spoke in favor of the annexation.

With no questions or comments from the Council, Mayor Hayden closed the hearing at 6:47pm.

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2827 - Comcast Franchise Renewal

MOVED BY REED, SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2827 – COMCAST FRANCHISE RENEWAL.

City Attorney Andrea Marquez spoke to the topic.

PASSED BY ROLL CALL VOTE.

2. Public Comment

There was no Public Comment this evening.

3. New Business

a. Appointment to the Civil Service Commission (Lomax)

MOVED BY HOCHSTATTER, SECONDED BY REED TO APPOINT GEORGIA LOMAX TO THE CIVIL SERVICE COMMISSION FOR A TERM ENDING IN APRIL OF 2024.

Administrative Services Director Jeff Steffens spoke to the topic and introduced Ms. Lomax to the council.

Ms. Lomax thanked the Council for the opportunity and is looking forward to being a part of the commission. Councilmembers in turn thanked her for her service.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2831 - ARPA Budget Amendment

MOVED BY BITETTO, SECONDED BY HOCHSTATTER TO ADOPT ORDINANCE NO. 2831, ALLOCATING ARPA FUNDS TO OFFSET A POLICE RETENTION PROGRAM, SUBSTANTIALLY IN THE FORM AS APPROVED BY THE CITY ATTORNEY.

City Administrator Jason Wilson spoke to the topic.

PASSED BY ROLL CALL VOTE.

c. Resolution No. 1632 - Employee Retention Payment Program

MOVED BY COLE SECONDED BY HOCHSTATTER TO A MOTION TO ADOPT RESOLUTION NO.1632 - EMPLOYEE RETENTION PAYMENT PROGRAM.

City Administrator Jason Wilson spoke to the topic.

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmember Reed gave a “Shout out” to the Marching Band he attended two of their performances and watched them participate in the Torch Light Parade on tv. It’s extremely fun now that his daughter is a part of it.

Councilmember Cole reported on the Rainier Cable Commission meeting from July 20, 2022. They discussed many items including the Bates Technical College lease renewal, an agreement to hybrid meetings. They want to have programing from municipalities, if there is something that they want to share, please contact them, and they have a new station for preschoolers called LOOK, LISTEN and LEARN. On the PCTV front, she advised of a new hire who will be working both in the field and in the office.

Deputy Mayor Hochstatter had no report tonight.

Councilmember Stuard had no report tonight.

Councilmember Bitetto reminded the public to get your ballots in tomorrow for the primary – use your power to vote!

b. City Administrator

City Administrator Jason Wilson updated council with the following:

Upcoming Policy Issues:

- Next Week’s Study Session:
 - Employee DEI committee update
- Next Regular Council Meeting on August 15th:
 - Resolution extending the Capital Facilities Plan
 - Contract Approval for Microsoft 365
 - Resolution adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Plan
 - Amendments to the 2013 and 2019 YMCA Services Agreements
 - Ordinance adopting the 2022 Comprehensive Plan Amendments related to Electronic Reader Board and Digital Message Signs
 - Ordinance Amending the Zoning Code-Accessory Dwelling Units

Commission Updates:

- The Planning Commission is beginning to review proposed code changes to allow for zero lot sub divisions. A zero-lot line subdivision is a way to create zero lot line homes, a type of single-family home that shares a common wall with another. Zero-lot line homes can take various forms, such as a townhouse, attached cottages or duplex/fourplex. But unlike condominiums, the homeowner has separate ownership of the unit, the ground beneath, and often ownership of a private front and back yard. Zero-lot line homes are created by subdividing the land into small “unit lots” about the size of the unit. This special subdivision process creates single-family attached housing units that are sold fee-simple, like a single-family home, making this a more affordable option for home ownership. This item was identified as a priority item in the 2021 Housing Action Plan.

Significant Development Activity:

- On July 21st, Dobbs Peterbilt held their official grand opening. This unique project combines their corporate offices with sales and service. We are excited to have them as part of our community.

c. Mayor

Mayor Hayden shared the following: Nights on Ryan will be Friday, August 5th and 12th, music, food and shopping. Classy Chassis Car Show on August 7th. She thanked the Cultural arts Commission, Sumner Main Street Association, Cruise Sumner and all the people who help plan events. It's great seeing everyone in person again. She ended her comments by announcing the Police Department is holding a Back to School Supply Drive until August 9th. You can drop off supplies at City Hall, the Scholl District Administration Building or the Family Center.

5. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:08pm, council concurred.



The city conducted this public meeting using a hybrid model, in-person and Zoom.

Mayor Hayden called to order the Sumner City Study Session of July 25, 2022, at 6pm.

Staff present: City Attorney Andrea Marquez, Deputy City Attorney Maili Barber, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond and Pretreatment Coordinator Andria Hannegan

Council present: Bitetto, Cole, Hochstatter, Neuman, Reed and Stuard

Councilmember Brown was absent.

MOVED BY STUARD SECONDED BY NEUMAN TO EXCUSE COUNCILMEMBER BROWN.

PASSED BY VOICE VOTE

REGULAR BUSINESS

1. Diversity, Equity, and Inclusivity Committee Update

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

ADJOURNMENT

With no further business before the Council, Mayor Hayden adjourned the meeting at 7:03pm. Councilmembers concurred.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

SUBJECT: Resolution No. 1636 - Recreation and Conservation Office Grant
Acceptance - Pacific Point Bar Acquisition

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1636 - Recreation and Conservation Office Grant Acceptance - Pacific Point Bar Acquisition
2. Example Agreement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

In 2021 the City applied for and recieved an additional \$310,250 for property acquisition necessary to construct the Pacific Pointbar project. This grant funding is being used to match local funds from the Pierce County Flood Control Zone District. The acquisitions are on a willing seller basis and the target is either 14114 8th Street E or 14317 16th Street E depending on readiness to proceed.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
--

MEETING/STUDY SESSION DATE: 8/3/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving resolution No. 1636 - accepting \$310,250 in grant funds from the Recreation and Conservation Office for use in the Pacific Pointbar project (CIP 14-10), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**RESOLUTION NO. 1636
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING APPLICATION(S) FOR FUNDING ASSISTANCE FOR PROPERTY ACQUISITION EXPENSES RELATED TO THE WHITE RIVER HABITAT AND RESTORATION PROJECT(S) TO THE RECREATION AND CONSERVATION OFFICE (RCO) AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS.

WHEREAS, the City is completing design for flood protection and habitat restoration on the Pacific Pointbar; and

WHEREAS, the owners are willing to sell property necessary for construction of the Pacific Pointbar project (21-1028 ACQ); and

WHEREAS, our organization considers it in the public interest to complete the land acquisition project described in the application; and

WHEREAS, state grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1.

1. The City of Sumner has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. The City of Sumner Public Works Director or his/her Designee is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant (s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's website at <https://lrco.wa.gov/documents/rmanuals&forms/SampleProjectAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes)

and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes),

and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. *(Recreation and Conservation Funding Board Grant Programs Only)* If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. The City of Sumner acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. The City of Sumner acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. *[Development, Renovation, Enhancement, and Restoration Projects Only- If your organization owns the property!* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. *[Development, Renovation, Enhancement, and Restoration Projects Only- If your organization DOES NOT own the property!* Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. [Only for Projects located in Water Resources Inventory Areas 7 - 79 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
17. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location: _____

DATE: _____

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

By: _____
Kathy Hayden, Mayor City of Sumner

Date: _____

Project Sponsor: City of Sumner
Project Title: Pacific Pointbar - Acquisition #2

Project Number: 19-1116A
Approval Date: 12/12/2019

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Sumner (Sponsor, and primary Sponsor), 1104 Maple St, Sumner, WA 98390, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Data Universal Numbering System (DUNS) Number is 070058144.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The proposed project is to purchase properties which are necessary for a future setback levee on the right bank of the White River between River miles 3.9 and 4.9. With these funds, one of the larger willing sellers of the remaining 9 properties will be acquired both preventing potential future development and allowing the area to be used for a setback levee. This setback levee, which is identified in the lead entities Salmon Habitat and Restoration Plan, will create important rearing habitat which is near nonexistent in the Lower White River for Fall and Spring Chinook species.

PERIOD OF PERFORMANCE

The period of performance begins on December 12, 2019 (project start date) and ends on February 1, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor's long-term obligations shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$206,167.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Salmon Federal Projects	85.00%	\$206,167.00	Federal
Project Sponsor	15.00%	\$36,383.00	
Total Project Cost	100.00%	\$242,550.00	

FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Federal Agency: US Dept of Commerce

Catalog of Federal Domestic Assistance Number and Name: 11.438 - PCSRF

Federal Award Identification Number: NA17NMF4380181

Federal Fiscal Year: 2017

Federal Award Date: 07/20/2017

Total Federal Award: \$18,236,000

Federal Award Project Description: FY2017 Pacific Coast Salmon Recovery - Pacific Salmon Treaty Program

Federal Agency: US Dept of Commerce

Catalog of Federal Domestic Assistance Number and Name: 11.438 - PCSRF

Federal Award Identification Number: NA19NMF4380206

Federal Fiscal Year: 2019

Federal Award Date: 08/15/2019

Total Federal Award: \$18,085,650

Federal Award Project Description: FY2019 Washington State

Sponsor's Indirect Cost Rate: 0.00% of All costs for this agreement

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Salmon Recovery Grants - Manual 18

SPECIAL CONDITIONS

Special Condition #1. Cultural Resources

This project is subject to review under Executive Order (EO) 05-05. RCO has determined that the acquisition and removal of the modern structure may proceed in accordance with RCO's Unanticipated Discovery Protocols. A cultural resources survey will likely be required prior to future restoration actions.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Robby Wright
Environmental Sustainability S
1104 Maple Street
Sumner, WA 98390
robertw@sumnerwa.gov

RCO Contact

David Caudill
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
Dave.Caudill@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized

Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for project 19-1116, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Sumner

By: William L Pugh
William L Pugh (Aug 4, 2021 09:43 PDT)

Date: Aug 4, 2021

Name (printed): William L Pugh

Title: Mayor

State of Washington Recreation and Conservation Office On behalf of the Salmon Recovery Funding Board (SRFB or funding board)

By: Scott Robinson
Scott Robinson (Aug 4, 2021 10:05 PDT)

Date: Aug 4, 2021

For: Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: David B. Merchant
Assistant Attorney General

Date: 07/01/2020

Project Sponsor: City of Sumner
Project Title: Pacific Pointbar - Acquisition #2

Project Number: 19-1116A
Approval Date: 12/12/2019

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Raisa Kondratyuk (Worksite #1, Pacific Pointbar Acquisition)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Riparian

0.50

Existing structures on site:

Structures to be demolished

Incidentals

Closing, Recording, Taxes, Title

Worksite #1, Pacific Pointbar Acquisition

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Bull Trout, Rainbow

Miles of Stream and/or Shoreline Treated or Protected (C.0.b):

0.00

Project Identified In a Plan or Watershed Assessment (C.0.c):

Pierce County Lead Entity, 2018, Salmon Habitat Protection and Restoration Strategy, <https://www.co.pierce.wa.us/ArchiveCenter/ViewFile/Item/6075>

Type Of Monitoring (C.0.d.1):

None

Project Sponsor: City of Sumner
Project Title: Pacific Pointbar - Acquisition #2

Project Number: 19-1116A
Approval Date: 12/12/2019

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	12/12/2019	
	Order Appraisal(s)	01/21/2020	
	Order Appraisal Review(s)	01/27/2020	
	Annual Project Billing Due	06/30/2020	
	Progress Report Due	10/30/2020	
	Environmental Assess Complete	01/01/2021	
	Purchase Agreement Signed	01/21/2021	
	Acquisition Closing	03/21/2021	
	Progress Report Due	04/15/2021	
	Recorded Acq Documents to RCO	04/21/2021	
	Other	06/30/2021	
	Annual Project Billing Due	06/30/2021	
	Cultural Resources Complete	07/31/2021	
	Special Conditions Met	07/31/2021	Compliance with UDP: Acquisition and removal of modern structures may proceed in accordance with RCO's UDP. Survey required prior to future restoration actions.
	Progress Report Due	09/15/2021	
	RCO Final Inspection	12/31/2021	
	Demolition Complete	12/31/2021	
	Stewardship Plan to RCO	01/31/2022	
	Agreement End Date	02/01/2022	
	Final Billing Due	04/30/2022	
	Final Report Due	04/30/2022	

Project Sponsor: City of Sumner
Project Title: Pacific Pointbar - Acquisition #2

Project Number: 19-1116A
Approval Date: 12/12/2019

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/15/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to

cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. Non ground disturbing projects (such as acquisition or planning project) all cultural resources requirements must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 05-05 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. Discovery
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical

examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- D. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- E. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
- 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
 - 2) Are not included as contributions for any other Federal award;
 - 3) Are necessary and reasonable for accomplishment of project or program objectives;
 - 4) Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013) as updated and amended;
 - 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
 - 7) Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- F. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
 - 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 - 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property rust

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.
- D. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013) as updated and amended.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. **Requirements for Federal Subawards.**

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):
- 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or

other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - 1) The fund source;
 - 2) The percentage of the total costs of the project that is financed with federal money;
 - 3) The dollar amount of federal funds for the project; and
 - 4) The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

- 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- F. **Buildings and Structures.** Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, and ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES SECTION.
- G. **Hazardous Substances.**
- 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- H. **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013) as updated and amended).
- I. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
 - 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the

omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms

of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the

receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.

19-1116 Agreement - Pacific Pointbar - Acquisition #2

Final Audit Report

2021-08-04

Created:	2021-07-28
By:	Kendall Barrameda (kendall.barrameda@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARkXntMkIDplJMFBVSA5V7sJLp4noEMTN

"19-1116 Agreement - Pacific Pointbar - Acquisition #2" History

-  Document created by Kendall Barrameda (kendall.barrameda@rco.wa.gov)
2021-07-28 - 5:26:55 PM GMT- IP address: 198.238.202.135
-  Document emailed to William L Pugh (mayorbill@sumnerwa.gov) for signature
2021-07-28 - 5:29:36 PM GMT
-  Email viewed by William L Pugh (mayorbill@sumnerwa.gov)
2021-07-28 - 5:48:30 PM GMT- IP address: 98.225.61.51
-  Email viewed by William L Pugh (mayorbill@sumnerwa.gov)
2021-08-04 - 3:08:17 PM GMT- IP address: 98.225.61.51
-  Document e-signed by William L Pugh (mayorbill@sumnerwa.gov)
Signature Date: 2021-08-04 - 4:43:09 PM GMT - Time Source: server- IP address: 50.216.105.106
-  Document emailed to Scott Robinson (scott.robinson@rco.wa.gov) for signature
2021-08-04 - 4:43:11 PM GMT
-  Email viewed by Scott Robinson (scott.robinson@rco.wa.gov)
2021-08-04 - 5:05:13 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Scott Robinson (scott.robinson@rco.wa.gov)
Signature Date: 2021-08-04 - 5:05:37 PM GMT - Time Source: server- IP address: 73.35.226.167
-  Agreement completed.
2021-08-04 - 5:05:37 PM GMT

SUBJECT: Microsoft 365 Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$103,372.06 2023

Within Budget Allocation: Yes

ATTACHMENTS:

1. Enterprise Renewal Agreement
2. Updated Statement - Enterprise Agreement
3. Price Quote

STAFF CONTACT: Brian Cunningham, IT Manager

SUMMARY BACKGROUND:

The City of Sumner intends to upgrade our Office 365 annual agreement to a Microsoft 365 annual agreement. This new agreement allows the city to integrate our telephony, online collaboration, anti-virus, mobile device management and various other services to a single software solution (Microsoft). Furthermore, this integration allows the city to provide improved services to our customers by providing staff the enhanced ability to work remotely. The City of Sumner's Microsoft 365 solution has an annual cost in the amount of \$103,372.06, utilizing a cooperative purchasing agreement (KCDA).

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 8/3/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with CDW-G, in an amount not-to-exceed \$103,372.06 for year one Microsoft 365, substantially in a form approved by the City Attorney.



Program Signature Form

MBA/MBSA number

Agreement number

6564327

5-0000008912393

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10635 (new)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enrollment Amendment	M97 (new)
Enrollment Amendment	W29 (new)
Product Selection Form	1219977.005

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Sumner
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

9004877

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

9004877

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Sumner

Contact name* First Brian **Last** Cunningham

Contact email address* brian.c@sumnerwa.gov

Street address* 1104 Maple St

City* Sumner

State* WA
Postal code* 98390-1407
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 253-299-5602
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, LLC.
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave
City* Vernon Hills
State* IL
Postal code* 60061
Country* USA
Contact name* Patrick McCormack
Phone* 312-705-5675
Contact email address* patrick.mccormack@cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000008912393

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAL-45735	M365 G5 GCC Sub Per User		105
GLN-00001	Defender O365 P2 GCC Sub Per User		49
7KB-00001	Defender Endpoint GCC Sub Per User		49
KXJ-00001	Common Area Phone GCC Sub Per Device		19
7JI-00001	Defender Endpoint Server GCC Sub		1
LM9-00001	Domestic Calling Plan GCC Sub Per User	15	90
AAD-63092	M365 F3 Unified GCC Sub Per User		49
7VX-00001	Project P5 GCC Sub Per User	4	
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	49	

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
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Enterprise Sub 250 Program Amendment ID W29

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.

☐

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.



Proposal ID

1219977.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	105	105	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	19
Microsoft 365 Enterprise	
M365 G5 GCC	105

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	124	105	105	105

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Enterprise Update Statement

Enterprise Agreement Number 01E73965

Enrollment Number 9004877

Company Name City of Sumner

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- ☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

Customer/Government Partner (as applicable)
Name of Entity* City of Sumner
Signature*
Printed Name*
Printed Title*
Signature Date*

* indicates required fields

QUOTE CONFIRMATION



DEAR BRIAN CUNNINGHAM,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWNV098	7/26/2022	MS EA RENEWAL YEAR 1	6119562	\$103,372.06

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA M365 E5 GCC P U Mfg. Part#: AAL-45735-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	105	6668197	\$626.04	\$65,734.20
Domestic Calling Plan GCC Sub Per User Mfg. Part#: LM9-00001-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	105	4476797	\$131.76	\$13,834.80
MS EA M365 F3 GCC UNIFIED P U Mfg. Part#: AAD-63092-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	49	5759147	\$85.20	\$4,174.80
MS EA DEFENDER FOR ENDPOINT GCC USR Mfg. Part#: 7KB-00001-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	49	6706236	\$55.20	\$2,704.80
MS EA Q365 THREAT INTELLIGEN GCC P U Mfg. Part#: GLN-00001-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	49	5107303	\$46.68	\$2,287.32
MS EA DEFENDER F ENDPOINT SVR Mfg. Part#: 7JI-00001-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	1	6398425	\$55.20	\$55.20
MS EA PROJECT P5 GCC P USER Mfg. Part#: 7VX-00001-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	4	4579875	\$513.48	\$2,053.92
MS EA COMMON AREA PHONE GCC SUBS Mfg. Part#: KXJ-00001-12-SLG Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	19	5336424	\$74.64	\$1,418.16
MS EA OFFICE PRO PLUS SA SLG Mfg. Part#: 269-05704-SLG	19	2084640	\$117.20	\$2,226.80

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

PURCHASER BILLING INFO		SUBTOTAL	\$94,490.00
Billing Address: CITY OF SUMNER 1104 MAPLE ST SUMNER, WA 98390-1407 Phone: (253) 863-8300 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$8,882.06
		GRAND TOTAL	\$103,372.06
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: CITY OF SUMNER 1104 MAPLE ST SUMNER, WA 98390-1407 Phone: (253) 863-8300 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Mitchell Funk

(877) 800-3219

mitcfun@cdw.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$94,490.00	\$2,533.28/Month	\$94,490.00	\$2,926.36/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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SUBJECT: Approval of checks and electronic payments in the amount of \$1,351,258.63

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Financial Report

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Approval of checks and electronic payments.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Approve the amount as stated.



CLAIMS VOUCHER

APPROVAL

City of Sumner Finance

Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 28871	To: 28960	\$403,939.20 *
AP Electronic (EFTs) Payments:	From: 420	To: 424	\$369,857.44
AP Wire(s):	From: 15196,	To: 15198	\$3,889.58 **
Payroll DD Numbers:	From: 52233	To: 52362, 4261	\$337,961.06
Payroll Check(s):	From: -	To: -	\$0.00
Payroll Wire(s):	From: 4258, 4260,	To: 4262 - 4267	\$235,611.35
TOTAL			\$1,351,258.63

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

DocuSigned by:

Kassandra Raymond

0A5D5E5EBAEC4A5...

Chief Financial Officer

8/8/2022 | 1:00 PM PDT

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,351,258.63 this 15th day of August 2022.

Chair

DocuSigned by:

Barbara Bitetto

74E2EG62E0D845C...

Member

DocuSigned by:

Patricia Cole

1B386145F4684BF...

Member

Date

8/8/2022 | 2:49 PM PDT

Date

8/8/2022 | 4:01 PM PDT

Date

* Includes \$26.65 in Use Tax and (\$0.00) in Check Voids.

** Wire #15197 will be paid in the next Check Run/Council Meeting Report.

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
29	ALLIANCE 2020 INC	28871	7/27/2022	5838616	6/30/2022			Backgrounds PD & PW	259.34	00151810-541000	
								Check 28871 Total	259.34		
2604	ALS GROUP USA CORP	28872	7/27/2022	36-51-587289-0	7/21/2022			3rd Quarter Pollutant of Concerns Testing	5,473.00	40253585-541028	
								Check 28872 Total	5,473.00		
33	AM TEST INC	28873	7/27/2022	128068	6/30/2022			Monthly Effluent sample testing	165.00	40253585-541027	
								Check 28873 Total	165.00		
44	AMERICAN PLANNING ASSN.	28874	7/27/2022	343410	7/6/2022			APA Membership - Ann Siegenthaler	236.00	00155860-549004	
								Check 28874 Total	236.00		
2099	APWA	28875	7/27/2022	636133 2022/2023	7/5/2022			6 Membership Renewals	210.00	00155850-549004	
2099	APWA	28875	7/27/2022	636133 2022/2023	7/5/2022			6 Membership Renewals	350.00	40153410-549004	
2099	APWA	28875	7/27/2022	636133 2022/2023	7/5/2022			6 Membership Renewals	350.00	40253510-549004	
2099	APWA	28875	7/27/2022	636133 2022/2023	7/5/2022			6 Membership Renewals	350.00	40853110-549004	
								Check 28875 Total	1,260.00		
2691	ARAMARK	28876	7/27/2022	5120041035	7/11/2022			Cemetery laundry service	24.30	41053600-541000	
2691	ARAMARK	28876	7/27/2022	5120042158	7/12/2022			Laundry Service - WWTF	72.22	40253585-541000	
								Check 28876 Total	96.52		
5068	AT PRODUCTIONS LLC	28877	7/27/2022	F-00471	6/15/2022			Sound/Stage August 19th Music off Main Concert	2,415.55	00157320-541005	
								Check 28877 Total	2,415.55		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5068	AT PRODUCTIONS LLC	28878	7/27/2022	F-00486	7/14/2022			Sound/Stage July 30 Music off Main Concert	2,415.55	00157320-541005	
								Check 28878 Total	2,415.55		
6030	AVIDEX INDUSTRIES LLC	28879	7/27/2022	081176	6/29/2022		22009	EOC Training Room AV System Upgrades June 2022	7,158.69	32559481-563200	
								Check 28879 Total	7,158.69		
5045	BCRA INC	28880	7/27/2022	29604	7/8/2022		21079	CIP 18-04 Rainier Covered Ct Design June 2022	8,241.25	31059476-563308	01804-PE-Design-
								Check 28880 Total	8,241.25		
5867	BILL CLARKE ATTORNEY AT LAW	28881	7/27/2022	CS0622	6/1/2022		22018	Legislative Lobbying - May 2022	3,000.00	00151170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	28881	7/27/2022	CS0622	6/1/2022		22018	Legislative Lobbying - May 2022	4,500.00	40851170-541014	
								Check 28881 Total	7,500.00		
6078	BUD CLARY FORD HYUNDAI	28882	7/27/2022	3NP893 P893	7/18/2022	21034		21-206 & 21-217 2022 Police Utilities	40,716.12	55559448-564021	
								Check 28882 Total	40,716.12		
132	BUNCE RENTAL	28883	7/27/2022	346816-4	7/8/2022			Concrete for 305 Sumner Ave	245.03	00154260-531009	
								Check 28883 Total	245.03		
856	CITY OF SUMNER - SPD PETTY CASH	28884	7/27/2022	Petty Cash Increase	7/21/2022			Increase MAS Petty Cash per Resolution 1629	100.00	001-111710	
								Check 28884 Total	100.00		
4300	CAIRNCROSS & HEMPELMANN	28885	7/27/2022	329703	7/20/2022		19112	CIP 13-05 Golf Course - June 2022	1,657.50	00151541-541000	01305-ADMIN-Admin-

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 28885 Total	1,657.50		
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882517	7/13/2022			CITY HALL COPIER LEASE AND CLICK CHARGES	446.57	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882517	7/13/2022			CITY HALL COPIER LEASE AND CLICK CHARGES	131.07	55151880-542000	
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882518	7/13/2022			WWTP COPIER LEASE AND CLICK CHARGES	35.10	55151880-542000	
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882518	7/13/2022			WWTP COPIER LEASE AND CLICK CHARGES	139.08	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882519	7/13/2022			MAS COPIER LEASE	30.38	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882520	7/13/2022			SHOPS COPIER LEASE AND CLICK CHARGES	139.08	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	28886	7/27/2022	28882520	7/13/2022			SHOPS COPIER LEASE AND CLICK CHARGES	103.61	55151880-542000	
								Check 28886 Total	1,024.89		
157	CDW GOVERNMENT, INC.	28887	7/27/2022	BF75395	7/1/2022			YEALINK DECT WRLS TEAMS HEADSET -KELLY H.	166.40	55151880-535000	
157	CDW GOVERNMENT, INC.	28887	7/27/2022	BF97617	7/5/2022			VEEAM B/U MSFT OFFICE 365 1YR UPFRNT	1,604.73	55151880-535007	
157	CDW GOVERNMENT, INC.	28887	7/27/2022	BG74780	7/6/2022			CRED MEMO OTTERBOX DEFENDER CASE FOR SHOPS TABLET	-81.93	55151880-535000	
								Check 28887 Total	1,689.20		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
1210	CITY OF BONNEY LAKE	28888	7/27/2022	reg-007589	7/10/2022		20011	Municipal Court Services - Q3 2022	61,466.60	00151250-551000	
								Check 28888 Total	61,466.60		
2569	CITY OF LAKEWOOD	28889	7/27/2022	PD-01852	7/20/2022			May 2022 EVOC Training - 3 Officers	225.00	00152120-549003	
								Check 28889 Total	225.00		
185	CITY OF PUYALLUP	28890	7/27/2022	AR114749	6/30/2022		19072	June 2022 Jail services and prisoner med	5,285.24	00152360-551003	
								Check 28890 Total	5,285.24		
4773	COATES III, JAMES SPINNING	28891	7/27/2022	08052022NO R	6/1/2022			Nights on Ryan Band 08-05-2022 James Coates	300.00	00157320-541005	
								Check 28891 Total	300.00		
2035	COMCAST	28892	7/27/2022	8498 30 099 0009389	7/12/2022			COMCAST MAIN BILL - July 2022	1,286.52	55151880-542000	
								Check 28892 Total	1,286.52		
189	CORLISS RESOURCES INC	28893	7/27/2022	2003272	7/12/2022			Water Meter & Sidewalk Rehab	54.97	40153450-531023	
189	CORLISS RESOURCES INC	28893	7/27/2022	2003272	7/12/2022			Water Meter & Sidewalk Rehab	54.98	00154260-531009	
189	CORLISS RESOURCES INC	28893	7/27/2022	2003698	7/15/2022			Top Soil Sidewalk R&R Sumner/Willow	47.59	00154260-531000	
								Check 28893 Total	157.54		
2164	CRYSTAL SPRINGS	28894	7/27/2022	5234348 071322	7/13/2022			Water for lab testing	178.34	40253585-531006	
								Check 28894 Total	178.34		
204	CUES	28895	7/27/2022	610485	4/28/2022			SOFTWARE SUPPORT - SEWER CAM	1,250.00	55151880-535007	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 28895 Total	1,250.00		
210	DAILY JOURNAL OF COMMERCE	28896	7/27/2022	3376920	3/30/2022			Ad Placement: CIP 18-03 24th St Utility CMS	176.22	40259435-563429	01803-PE-DSEW-
210	DAILY JOURNAL OF COMMERCE	28896	7/27/2022	3376920	3/30/2022			Ad Placement: CIP 18-03 24th St Utility CMS	176.23	40159434-563429	01803-PE-DWAT-
210	DAILY JOURNAL OF COMMERCE	28896	7/27/2022	3378490	5/18/2022			Ad Placement: W2204 Main St Vision Alley Design RFQ	455.80	10659473-563112	W2204-PE- -
								Check 28896 Total	808.25		
235	DEPARTMENT OF ECOLOGY	28897	7/27/2022	RS-000000326	6/15/2022			2022 Stormwater Action Monitoring (SAM)	4,640.00	40853110-551000	
								Check 28897 Total	4,640.00		
4652	DRAIN-PRO	28898	7/27/2022	101794	7/10/2022			Seibenthaler ADA	250.00	00157680-545000	
4652	DRAIN-PRO	28898	7/27/2022	101795	7/10/2022			Parks Bld	120.00	00157680-545000	
4652	DRAIN-PRO	28898	7/27/2022	101796	7/10/2022			Rainier View ADA & Std	380.00	00157680-545000	
4652	DRAIN-PRO	28898	7/27/2022	101797	7/10/2022			Loyalty ADA & Std	380.00	00157680-545000	
								Check 28898 Total	1,130.00		
4652	DRAIN-PRO	28899	7/27/2022	101798	7/10/2022			Portable Restroom Service- Rhubarb Days	150.00	00155730-549001	
								Check 28899 Total	150.00		
4652	DRAIN-PRO	28900	7/27/2022	101624	7/9/2022			Restrooms for Heritage Park- Rhubarb Days	430.00	00155730-549001	
								Check 28900 Total	430.00		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2274	EVERGREEN CONCRETE CUTTING INC	28901	7/27/2022	272775	7/13/2022			Concrete cutting around Primary's for power outlet	1,039.30	40253585-541000	
								Check 28901 Total	1,039.30		
2491	FERGUSON WATERWORKS #3011	28902	7/27/2022	1100368	5/11/2022			Water Shut-off Tool	357.92	40153450-535000	
2491	FERGUSON WATERWORKS #3011	28902	7/27/2022	SC56022	6/30/2022			June Service Charge	5.37	40153450-549000	
								Check 28902 Total	363.29		
5934	GHA TECHNOLOGIES INC	28903	7/27/2022	101228829	7/1/2022			WWTP BACKUP SOFTWARE	248.12	55151880-535007	
								Check 28903 Total	248.12		
336	GRAINGER, DEPT 821837135	28904	7/27/2022	9367976322	7/6/2022			Hammer Masonry Drill (for road tubes/Monty)	34.90	00154230-535000	
336	GRAINGER, DEPT 821837135	28904	7/27/2022	9368636222	7/7/2022			Hose fittings for water hydrants at WWTF	24.88	40253585-531000	
								Check 28904 Total	59.78		
344	HACH COMPANY	28905	7/27/2022	13135761	7/11/2022			Lab Testing Supplies	152.12	40253585-531006	
								Check 28905 Total	152.12		
6190	HAMEL HOLDINGS LLC	28906	7/27/2022	07302022MO M	6/1/2022			Music off Main Band- 7-30-22 Sweetkiss Momma	2,000.00	00157320-541005	
								Check 28906 Total	2,000.00		
348	HARRINGTON INDUSTRIAL PLASTICS	28907	7/27/2022	007M7088	7/12/2022			Filters for DAFT water line	638.09	40253585-531000	
								Check 28907 Total	638.09		

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6213	HAYDEN, KATHY	28908	7/27/2022	AWC Conf Reimb 06/22	7/11/2022			Per Diem - 2022 AWC Conference in Vancouver, WA	117.00	00151310-543000	
								Check 28908 Total	117.00		
6146	CODE PUBLISHING LLC	28909	7/27/2022	GC0007850	6/20/2022			Municipal Code updates	1,639.95	00151425-541000	
6146	CODE PUBLISHING LLC	28909	7/27/2022	GC0007854	6/20/2022			Ordinance Summaries	281.40	00151425-541000	
								Check 28909 Total	1,921.35		
6151	IDEXX DISTRIBUTION INC	28910	7/27/2022	3109774733	7/5/2022			Lab testing supplies	637.61	40253585-531006	
								Check 28910 Total	637.61		
5598	INTERMOUNTAIN LOCK & SECURITY	28911	7/27/2022	3296127	7/12/2022			Deadbolts, housing, lever	156.82	00151830-531000	
5598	INTERMOUNTAIN LOCK & SECURITY	28911	7/27/2022	3297551	7/13/2022			Deadbolt, cylinder	44.40	00151830-531000	
5598	INTERMOUNTAIN LOCK & SECURITY	28911	7/27/2022	3299069	7/14/2022			Mortise cylinder	8.25	00151830-531000	
								Check 28911 Total	209.47		
6031	JAMAR TECHNOLOGIES INC	28912	7/27/2022	0057535	7/8/2022			Mastic Tape for Traffic Counter	139.50	00154230-531000	
								Check 28912 Total	139.50		
6160	KPG PSOMAS INC	28913	7/27/2022	4-6522	6/8/2022		20073	CIP 20-08 Academy St Bike Lane Design 4/28/2022	17,273.50	32059562-563109	02008-PE- -
6160	KPG PSOMAS INC	28913	7/27/2022	4-7822	5/17/2022		19055	CIP 13-10 ESN Const. Management Svcs 4/28/22	2,398.23	40859431-563406	01310-CN-CSTRM-

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6160	KPG PSOMAS INC	28913	7/27/2022	4-9022	6/2/2022		19055	CIP 13-10 ESN Const. Management Svcs 5/26/22	2,784.00	40859431-563406	01310-CN-CSTRM-
								Check 28913 Total	22,455.73		
6150	LAND DEVELOPMENT CONSULTANTS INC	28914	7/27/2022	28048	7/14/2022		22008	Sumner HAPI Grant Project	1,137.50	00155860-541000	
								Check 28914 Total	1,137.50		
3790	LAW OFFICE OF THOMAS GUILFOIL	28915	7/27/2022	2022-06	7/13/2022		19115	Indigent Defense Services	6,000.00	00151591-541001	
								Check 28915 Total	6,000.00		
6033	THE MCCLATCHY COMPANY	28916	7/27/2022	132276	6/30/2022			Ad: CIP 22-06 Salmon Crk Cutover RFQ; Acct #33016	408.51	40859431-563451	
6033	THE MCCLATCHY COMPANY	28916	7/27/2022	132502	7/12/2022			Ordinance Summaries; Acct #36041	466.54	00151425-544000	
								Check 28916 Total	875.05		
6027	MCLENDON HARDWARE	28917	7/27/2022	D93960/3	6/30/2022			16th St plywood, nails, screws, bits	249.99	00151830-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	D94831/3	7/1/2022			Gazebo brush	29.48	00157680-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	D97825/3	7/5/2022			BHSC Graffiti ltx, recv, spr pnt	114.51	00157680-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	D99548/3	7/7/2022			Spray bottles	8.12	00151835-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E00060/3	7/8/2022			Lab sink drain repair parts	31.81	40253585-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E00308/3	7/8/2022			BHSC Soap for camps	13.18	00151835-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E02661/3	7/11/2022			SR Ctr vacuum repair, plug	5.79	00156910-531000	

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6027	MCLENDON HARDWARE	28917	7/27/2022	E03134/3	7/12/2022			Paint brush for RAS/WAS roof repainting	16.23	40253585-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E03332/3	7/12/2022			Concrete Trailer Switch	15.25	55054830-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E04361/3	7/13/2022			CM - Original IN: D83034/3 - Returned Propane Tank	-236.04	00154230-535000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E04368/3	7/13/2022			Gas Cans for The Shops	25.42	40153450-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E04368/3	7/13/2022			Gas Cans for The Shops	25.42	40253550-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E04368/3	7/13/2022			Gas Cans for The Shops	25.44	00154230-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E04368/3	7/13/2022			Gas Cans for The Shops	25.44	40853150-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E04369/3	7/13/2022			Propane for Chip Seal	100.04	00154230-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E05921/3	7/15/2022			Peat Moss	59.05	00157680-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E05999/3	7/15/2022			Trash Cans - Shops	305.17	00154260-535000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E09022/3	7/19/2022			Parts for lawn sprinkler system	83.88	40253585-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E09705/3	7/20/2022			Pallet of Redi Mix Concrete for the Shop	75.78	40153450-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E09705/3	7/20/2022			Pallet of Redi Mix Concrete for the Shop	75.78	40253550-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E09705/3	7/20/2022			Pallet of Redi Mix Concrete for the Shop	75.80	40853150-531000	
6027	MCLENDON HARDWARE	28917	7/27/2022	E10242/3	7/21/2022			Lawn sprinkler parts	64.08	40253585-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6027	MCLENDON HARDWARE	28917	7/27/2022	E10449/3	7/21/2022			Fence Parts Sumner Springs	6.35	40153450-531019	
								Check 28917 Total	1,195.97		
533	MILO'S LOCKSMITH CO INC	28918	7/27/2022	i11220	7/12/2022			902 Kincaid pick open	114.84	00151830-541000	
								Check 28918 Total	114.84		
1843	MULTICARE	28919	7/27/2022	154246	7/1/2022			New hire exams & DOT	511.89	00151810-541000	
1843	MULTICARE	28919	7/27/2022	154246	7/1/2022			New hire exams & DOT	104.13	00151900-541000	
								Check 28919 Total	616.02		
5838	MURREYS DISPOSAL CO INC	28920	7/27/2022	10618587S111	7/1/2022			Sr Ctr 2yd weekly; Acct #2111-48095820	254.73	00156910-547000	
								Check 28920 Total	254.73		
535	MUTUAL MATERIALS COMPANY	28921	7/27/2022	2575517	6/27/2022			Meter Blocks - Shops	304.11	40153450-531023	
								Check 28921 Total	304.11		
555	NATIONAL SAFETY INC	28922	7/27/2022	0659003-IN	7/13/2022			Shops Supplies	12.08	40153450-531000	
555	NATIONAL SAFETY INC	28922	7/27/2022	0659003-IN	7/13/2022			Shops Supplies	12.09	00154230-531000	
555	NATIONAL SAFETY INC	28922	7/27/2022	0659003-IN	7/13/2022			Shops Supplies	12.09	40253550-531000	
555	NATIONAL SAFETY INC	28922	7/27/2022	0659003-IN	7/13/2022			Shops Supplies	12.09	40853150-531000	
								Check 28922 Total	48.35		
5144	NATURAL SYSTEMS DESIGN INC	28923	7/27/2022	2022-509	7/12/2022		19045	CIP 14-10 CSUM-004.1 WR Restoration June 2022	26,903.00	40859431-563419	01410-PE-DSTRM-
								Check 28923 Total	26,903.00		

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6025	NOW ENVIRONMENTAL SERVICES INC	28924	7/27/2022	N22-0468	7/12/2022			CIP 14-10 WRRP - Pre-Demo Asbestos Inspection	1,400.00	40859431-561000	01410-ADMIN-LandStorm-
								Check 28924 Total	1,400.00		
3934	O'REILLY AUTO PARTS	28925	7/27/2022	4478-164623	7/14/2022			Carb Cleaner Stock, Anti Freeze	304.77	55054830-531000	
3934	O'REILLY AUTO PARTS	28925	7/27/2022	4478-165807	7/21/2022			Vehicle 21-121 Parts	725.75	55054830-531000	
								Check 28925 Total	1,030.52		
9999	FIRE SPRINKLERS INC	28926	7/27/2022	Rfnd-Dup Permit Pymt	7/7/2022			Paid Same Permit Twice FIR-2022-0037 and 2022-0041	97.25	00132210-322100	
9999	FIRE SPRINKLERS INC	28926	7/27/2022	Rfnd-Dup Permit Pymt	7/7/2022			Paid Same Permit Twice FIR-2022-0037 and 2022-0041	63.21	00134583-345832	
								Check 28926 Total	160.46		
2376	OWEN EQUIPMENT	28927	7/27/2022	00106590	6/13/2022			33-118 Parts	295.65	55054830-531000	
								Check 28927 Total	295.65		
2852	PACIFIC COAST MEMORIALS INC	28928	7/27/2022	22-04567	7/12/2022			Marker-Yurkanin	600.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	28928	7/27/2022	22-04642	7/13/2022			Marker - Cook, Donald & Rita	1,540.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	28928	7/27/2022	22-04645	7/13/2022			Marker-Paxson	1,370.00	41053600-534000	
								Check 28928 Total	3,510.00		
5319	PACIFIC NORTHWEST MEMORIALS	28929	7/27/2022	1047	7/18/2022			Final inscriptions - Bateman, Duthie, Konop	375.00	41053600-534000	
								Check 28929 Total	375.00		

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5902	PAPE MACHINERY INC	28930	7/27/2022	13721443	7/15/2022			E-104 Filter - Fleet	286.96	55054830-531000	
								Check 28930 Total	286.96		
629	PCCFOA	28931	7/27/2022	2022 PCCFOA MBRSHIP	7/26/2022			2022 Membership dues	20.00	00151425-549004	
								Check 28931 Total	20.00		
5792	POLYDYNE INC	28932	7/27/2022	1659912	7/22/2022			Polymer for Solids Handling (Centrifuge)	12,659.77	40253585-531021	
								Check 28932 Total	12,659.77		
5423	PROFESSIONAL TRAINING ASSN	28933	7/27/2022	3662	7/19/2022			Online training for Lucas	200.00	40253585-549003	
								Check 28933 Total	200.00		
5698	PROTECTIVE COATING CONSULTANTS	28934	7/27/2022	67464	6/30/2022			Roof coating supplies for RAS/WAS roof	3,130.68	40253585-531000	
								Check 28934 Total	3,130.68		
684	PUBLIC SAFETY TESTING INC	28935	7/27/2022	2022-567	7/1/2022			Q2 Subscription Fees - ACO Testing Activation	485.00	00151810-541000	
								Check 28935 Total	485.00		
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	3,072.09	00151830-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	234.69	00154230-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	15,147.53	00154260-547001	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	759.17	00154260-547002	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	887.41	00156910-547000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	28.97	00157335-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	393.48	00157680-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	2,522.89	40153450-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	2,469.46	40253550-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	25,695.01	40253585-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	251.05	40853150-547000	
678	PUGET SOUND ENERGY	28936	7/27/2022	July 2022 PSE Accts	7/1/2022			July 2022 Gas & Electric Accounts	199.16	41053600-547000	
								Check 28936 Total	51,660.91		
5757	QCC QUALITY CONTROLS CORPORATION	28937	7/27/2022	P0015-5-11	6/20/2022		21033	T2112 WW Coll SCADA Support May 2022	511.50	40253550-541020	
5757	QCC QUALITY CONTROLS CORPORATION	28937	7/27/2022	P0015-8-6	6/20/2022		22021	Task Order T2207 SCADA Support May 2022	1,740.50	40153450-541020	
5757	QCC QUALITY CONTROLS CORPORATION	28937	7/27/2022	P0015-9-1	6/20/2022		22020	T2206 Task Order SCADA Support May 2022	2,706.00	40253550-541020	
								Check 28937 Total	4,958.00		
1180	ROBBLEE'S TOTAL SECURITY	28938	7/27/2022	Retain Release 07/22	7/18/2022			Contract Withholding: 21042	4,999.00	402-223450	
1180	ROBBLEE'S TOTAL SECURITY	28938	7/27/2022	Retain Release 07/22	7/18/2022			Contract Withholding: 21042	1,560.30	408-223450	
								Check 28938 Total	6,559.30		
1425	ROBINSON NOBLE INC	28939	7/27/2022	22-0552	7/6/2022		19132	CIP 04-02 Water Rights 19-20 Pilot Prj June 2022	105.00	40159434-563437	00402-PE-Design-Task1
								Check 28939 Total	105.00		

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
787	SENTINEL PEST CONTROL	28940	7/27/2022	240271	7/13/2022			CH Ants	87.04	00151830-541000	
787	SENTINEL PEST CONTROL	28940	7/27/2022	240272	7/13/2022			Ryan House general	72.53	00157680-541000	
								Check 28940 Total	159.57		
816	SNIDER & SON INC	28941	7/27/2022	0463981-IN	7/8/2022			P.W Bulk Fuel	762.67	55054830-532000	
816	SNIDER & SON INC	28941	7/27/2022	0464882-IN	7/18/2022			Cemetery Bulk Fuel	1,252.28	55054830-532000	
								Check 28941 Total	2,014.95		
2220	STANDARD PARTS CORP	28942	7/27/2022	186562	6/14/2022			Funnels - Used to Install Root-X in Sewer	13.18	40253550-531000	
2220	STANDARD PARTS CORP	28942	7/27/2022	188506	7/8/2022			Fuel Caps	35.31	55054830-531000	
2220	STANDARD PARTS CORP	28942	7/27/2022	188516	7/8/2022			Fuel Caps	15.58	55054830-531000	
								Check 28942 Total	64.07		
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026116	7/2/2022			Credit on duplicate order	-10.67	00151810-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026117	7/2/2022			Janitorial supplies	68.75	40253585-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026118	7/2/2022			Shops Supplies	20.16	40153450-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026118	7/2/2022			Shops Supplies	20.17	00154230-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026118	7/2/2022			Shops Supplies	20.17	40253550-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026118	7/2/2022			Shops Supplies	20.17	40853150-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026120	7/2/2022			Shops Supplies	7.91	40153450-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026120	7/2/2022			Shops Supplies	7.91	00154230-531000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026120	7/2/2022			Shops Supplies	7.91	40253550-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026120	7/2/2022			Shops Supplies	7.91	40853150-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026121	7/2/2022			Shops Supplies	2.68	40153450-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026121	7/2/2022			Shops Supplies	2.68	00154230-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026121	7/2/2022			Shops Supplies	2.68	40253550-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512026121	7/2/2022			Shops Supplies	2.69	40853150-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512420793	7/9/2022			9-Volt Batteries for Ann B.	9.30	40853110-531000	
3271	STAPLES BUSINESS ADVANTAGE	28943	7/27/2022	3512420794	7/9/2022			Battery for alarm motion detector system	7.02	40253585-531000	
Check 28943 Total									197.44		
5472	STOP STICK LTD	28944	7/27/2022	0025255-IN	7/1/2022			Stop Stick Kit for new PD Vehicle	563.41	00152120-535000	
Check 28944 Total									563.41		
5855	SUMNER LAWN 'N SAW	28945	7/27/2022	99168	7/13/2022			Parks Break In - Chainsaw replacements	2,215.76	00157680-535000	
Check 28945 Total									2,215.76		
920	TACOMA RUBBER STAMP	28946	7/27/2022	I-695803-1	6/29/2022			Nameplates	65.64	00151425-531000	
Check 28946 Total									65.64		
882	TEKS SERVICES,INC	28947	7/27/2022	52839	7/5/2022			Pet License Renewal Mailings July 22	102.84	44055430-549005	
882	TEKS SERVICES,INC	28947	7/27/2022	52839	7/5/2022			Pet License Renewal Mailings July 22	199.28	44055430-542000	

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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
882	TEKS SERVICES,INC	28947	7/27/2022	52895	7/11/2022			July 2022 Late Statements	56.42	40153470-541000	
882	TEKS SERVICES,INC	28947	7/27/2022	52895	7/11/2022			July 2022 Late Statements	56.42	40253570-541000	
882	TEKS SERVICES,INC	28947	7/27/2022	52895	7/11/2022			July 2022 Late Statements	56.41	40853170-541000	
882	TEKS SERVICES,INC	28947	7/27/2022	52895	7/11/2022			July 2022 Late Statements	98.90	40153470-542000	
882	TEKS SERVICES,INC	28947	7/27/2022	52895	7/11/2022			July 2022 Late Statements	98.90	40253570-542000	
882	TEKS SERVICES,INC	28947	7/27/2022	52895	7/11/2022			July 2022 Late Statements	98.90	40853170-542000	
								Check 28947 Total	768.07		
5561	TIERRA RIGHT OF WAY SERVICES	28948	7/27/2022	2200989	7/2/2022		19015	CIP 14-10 WRRP Right of Way Svcs 5/29-7/2/22	20,564.97	40859431-563419	01410-ROW-ROW-
5561	TIERRA RIGHT OF WAY SERVICES	28948	7/27/2022	2200990	7/2/2022		21052	Task Order CIP 17-13 Relocation Svcs 5/29-7/2/22	552.67	40259435-562001	01713-Land-LandSewer-
5561	TIERRA RIGHT OF WAY SERVICES	28948	7/27/2022	2200990	7/2/2022		21052	Task Order CIP 17-13 Relocation Svcs 5/29-7/2/22	552.67	40859431-562001	01713-Land-LandStorm-
5561	TIERRA RIGHT OF WAY SERVICES	28948	7/27/2022	2200990	7/2/2022		21052	Task Order CIP 17-13 Relocation Svcs 5/29-7/2/22	552.66	40159434-562001	01713-Land-LandWater-
5561	TIERRA RIGHT OF WAY SERVICES	28948	7/27/2022	2201025	7/2/2022		22024	T2208 Task Order Robinson Prop	498.50	31059476-563309	
								Check 28948 Total	22,721.47		
901	TMG SERVICES INC	28949	7/27/2022	0048388-IN	6/13/2022			Sumner & County Springs Chlorine Sensors	956.72	40153450-531024	
								Check 28949 Total	956.72		
913	TRAFFIC SAFETY SUPPLY CO INC	28950	7/27/2022	INV050271	6/24/2022			Inventory for Solar Crosswalk Signs	3,281.78	00154260-531014	

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913	TRAFFIC SAFETY SUPPLY CO INC	28950	7/27/2022	INV050272	6/24/2022			Replacement Parts for Solar Crosswalk Sign	2,136.25	00154260-531014	
913	TRAFFIC SAFETY SUPPLY CO INC	28950	7/27/2022	INV050273	6/24/2022			Replacement Parts for Solar Crosswalk Sign	1,891.64	00154260-531014	
								Check 28950 Total	7,309.67		
5382	TROJAN TECHNOLOGIES	28951	7/27/2022	SLS/10312886	10/1/2021	21028		UV Lamps for Waste Water Disinfection	33,809.89	40253585-531025	
5382	TROJAN TECHNOLOGIES	28951	7/27/2022	SLS/10316913	2/2/2022			WWTP - Supplies for UV system repairs	1,197.95	40253585-531018	
5382	TROJAN TECHNOLOGIES	28951	7/27/2022	SLS/10317098	2/8/2022			Parts for UV Lamp Sleeves	64.91	40253585-531018	
								Check 28951 Total	35,072.75		
260	TYLER TECHNOLOGIES INC	28952	7/27/2022	045-382519	6/9/2022		19151	Munis Impl - EnerGov (Schedule G)	7,876.80	00159418-564000	munis-ADMIN-Munis-SCHF
260	TYLER TECHNOLOGIES INC	28952	7/27/2022	045-384079	6/22/2022		19151	Munis Impl-PR HR Review/Implementation (Schd E?)	700.00	00159418-564000	munis-ADMIN-Munis-SCHE
								Check 28952 Total	8,576.80		
4499	U.S. BANK CORP. PAYMENT SYSTEM	28953	7/27/2022	07-25-2022 Statement	7/25/2022			July 25, 2022 Purchase Cards #xxxx-xxxx-xxxx-2340	6,481.69	001-213150	
								Check 28953 Total	6,481.69		
5286	UNITED REFRIGERATION INC	28954	7/27/2022	85427184-00	6/30/2022			Water nozzle, sprayer, coil cleaner	72.85	00156910-531000	
5286	UNITED REFRIGERATION INC	28954	7/27/2022	85521441-00	7/6/2022			F/D Encl relay	21.24	00156910-531000	
								Check 28954 Total	94.09		

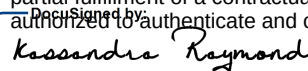
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Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
939	USA BLUE BOOK	28955	7/27/2022	033729	7/5/2022			Water dye for outfall inspection on river	283.73	40253585-531000	
								Check 28955 Total	283.73		
5927	VOLGISTICS INC	28956	7/27/2022	76656661	7/18/2022			Volunteer Management Program	144.00	44055430-541000	
								Check 28956 Total	144.00		
3099	WAXIE SANITARY SUPPLY	28957	7/27/2022	81013121	7/5/2022			Coachvac 10qt	543.43	00151835-535000	
3099	WAXIE SANITARY SUPPLY	28957	7/27/2022	81028470	7/12/2022			ANIMAL SHELTER CLEANING SUPPLIES	233.79	44055430-531000	
3099	WAXIE SANITARY SUPPLY	28957	7/27/2022	81034748	7/14/2022			Mops heads and handles	37.29	00151835-531000	
								Check 28957 Total	814.51		
3423	WESTERN MACHINE WORKS INC	28958	7/27/2022	351073	7/13/2022			Centrifuge #1 Motor and Coupling repair	1,351.18	40253585-548000	
								Check 28958 Total	1,351.18		
1016	WILBUR-ELLIS COMPANY LLC	28959	7/27/2022	15090628	6/9/2022			Vegetation Spray	1,315.41	40853150-531000	
								Check 28959 Total	1,315.41		
4413	WINFIELD	28960	7/27/2022	65108868	6/23/2022			Loyalty Graffiti backpack sprayer	99.81	00157680-531000	
4413	WINFIELD	28960	7/27/2022	65134525	7/7/2022			Lime for PH adjustment on AB	412.50	40253585-531005	
								Check 28960 Total	512.31		
Grand Total									403,912.55		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Authorized by:

 Kassandra Raymond

8/8/2022 | 1:00 PM PDT

Signed: E5EBAEC4A5...

Date

City of Sumner, WA



Use Tax Report 07/14/2022 to 07/27/2022

VENDOR	DOCUMENT INVOICE ACCOUNT	INVOICE	DESCRIPTION	PAID DATE TO BE PAID FROM	RATE FROM	LINE	TAXABLE AMOUNT	USE TAX
5927	24823 44055430-541000-	76656661	volunteer Managemen	07/27/2022 440-237102-	9.400	1	144.00	13.54
6031	24830 00154230-531000-	0057535	Mastic Tape for Tra	07/27/2022 001-237102-	9.400	1	139.50	13.11

City of Sumner, WA



Use Tax Account Totals

Account		Amount	Discount Percent		Net Amount
001-237102-	\$	13.11	0.000 %	\$	13.11
440-237102-	\$	13.54	0.000 %	\$	13.54

Total Use Tax: \$26.65

** END OF REPORT - Generated by Norman Shadlow **

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3695	MILES RESOURCES LLC	420	7/27/2022	333799	6/13/2022			Asphalt Chip Seal 160th	263.31	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	333800	6/13/2022			Asphalt for Chip Seal 160th	402.79	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	333801	6/13/2022			Asphalt & Sealer - Chip Seal 160th	289.62	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	333898	6/13/2022			Asphalt for Chip Seal 160th - Josh	319.37	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	334027	6/13/2022			Asphalt - Chip Seal Hunt Ave - Lyle M.	422.61	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	335070	7/18/2022			Asphalt Chip Seal Wood Ave	66.52	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	335071	7/18/2022			Asphalt Chip Seal Wood Ave	74.54	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	335160	7/18/2022			Asphalt Chip Seal Wood Ave	271.78	00154230-531004	
3695	MILES RESOURCES LLC	420	7/27/2022	335209	7/18/2022			Asphalt Chip Seal Wood Ave & Gault	403.65	00154230-531004	
								Check 420 Total	2,514.19		
1031	RUSSELL, WARREN	421	7/27/2022	Reim 07/2022-LEOFF 1	7/18/2022			LEOFF 1 Reimb-Medical Exps not covered by Ins	98.72	61152210-521023	
								Check 421 Total	98.72		
5922	TCF ARCHITECTURE PLLC	422	7/27/2022	20220625	6/30/2022		20032	CIP 17-13 Ops Facility Design June 2022	108,690.17	32559481-562001	01713-PE-Design-
								Check 422 Total	108,690.17		
2672	WILSON, JASON	423	7/27/2022	AWC Conf Reimb 06/22	6/27/2022			Per Diem - 2022 AWC Conference in Vancouver, WA	117.00	00151310-543000	
								Check 423 Total	117.00		
5791	WSP USA INC	424	7/27/2022	1191551	7/11/2022		19144	CIP 13-08 Stewart Rd Design 6/30/2022	250,107.46	32059530-563508	01308-PE-DSTRE-

Sumner, WA
Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5791	WSP USA INC	424	7/27/2022	1191660	7/11/2022		19145	CIP 14-01 Fryar Ave Trail Design June 2022	8,329.90	31059562-563304	01401-PE- -
Check 424 Total									258,437.36		
Grand Total									369,857.44		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Signed by: *Kassandra Raymond*

8/8/2022 | 1:00 PM PDT

8A5D6E5EBAEC4A5...

Date

Sumner, WA Voucher Certification



Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5539	REDQUOTE INC	15196	7/15/2022	HRA 07/15/2022	7/15/2022			2022 HRA Med/Rx Co-Ins Reimbursements	1,389.58	00151730- 521020	
								Check 15196 Total	1,389.58		
5877	FP MAILING SOLUTIONS	15198	7/22/2022	36804238	7/22/2022			Download postage for postage machine-Reserve Acct	625.00	00151890- 542000	
5877	FP MAILING SOLUTIONS	15198	7/22/2022	36804238	7/22/2022			Download postage for postage machine-Reserve Acct	625.00	40153410- 542000	
5877	FP MAILING SOLUTIONS	15198	7/22/2022	36804238	7/22/2022			Download postage for postage machine-Reserve Acct	625.00	40253510- 542000	
5877	FP MAILING SOLUTIONS	15198	7/22/2022	36804238	7/22/2022			Download postage for postage machine-Reserve Acct	625.00	40853110- 542000	
								Check 15198 Total	2,500.00		
								Grand Total	3,889.58		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

Kassandra Raymond
Signed

8/8/2022 | 1:00 PM PDT
Date

Payroll

From: [Chris Jensen](#)
To: [Norman Shadlow](#)
Subject: PPE 07/15/2022 Check List
Date: Tuesday, July 19, 2022 12:45:34 PM

Hi Norm,

Please add the following to the voucher list:

PPE 07/15/2022

Check Range: N/A

Amount: N/A

Direct Deposit Range: 52233 – 52362, 4261

Amount: \$337,961.06

Wire Range: 4258, 4260, 4262 – 4267

Amount: \$235,611.35

Total: \$573,572.41

Thanks!

Chris

Christopher Jensen | Finance & Payroll Specialist

City of Sumner

1104 Maple Street

Sumner, WA 98390

Phone: 253-299-5544

www.sumnerwa.gov



Before printing, please think green

SUBJECT: Civil Service Commission Appointment (Dobb)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Dobb, M. - Civil Service Commission Application (Redacted)
-

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The recent passing of Mr. Hammermaster has left a vacancy on the Civil Service Commission. The Mayor is seeking the appointment of Michael Dobb to fulfill the remainder of his term. The Civil Service Commission consists of three members and is responsible for administration of human resources policies and practices in areas of competitive testing, conducting investigations and hearings, position classification, and any other matter of general personnel administration subject to the provisions of the State statute and Civil Service Rules.

Mr. Dobb brings a wealth of experience to the Civil Service Commission. He retired after serving a 32-year career in Public Parks and recreation. Mr. Dobb is a nine-year member of Sumner Rotary, including project time from the Sumner Food Bank and Sumner School District. He looks forward to the opportunity to give back to the community in a new way.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the appointment of Michael Dobb to the Civil Service Commission for a term ending April 2023.



Respondent No: 1

Login: Anonymous

Email: n/a

Responded At: Jul 25, 2022 15:33:13 pm

Last Seen: Jul 25, 2022 15:33:13 pm

IP Address: n/a

Q1. I am interested in serving on the following:	Civil Service Commission
Q2. Name:	Michael J. Dobb
Q3. Phone Number:	[REDACTED] -
Q4. Email Address	[REDACTED]
Q5. Address:	[REDACTED]. Sumner, Wash. 98390
Q6. Occupation (if retired, please indicate former occupation or profession):	Retired. 32 year career in public parks and recreation. Final position was Supt. of Recreation for Pierce County
Q7. Education:	BA in recreation administration from Western Wash.University. 1973
Q8. Professional or community involvement:	Nine year member of Sumner Rotary...including project time from Sumner Food Bank to Sumner School District to City of Sumner.
Q9. Why are you interested in serving on this commission?	Want to help in decision making with commission members that is fair and impartial for employees as it relates to civil service laws and the City's personnel rules.
Q10. Have you previously served on a City of Sumner commission?	No
Q11. If yes, which one(s):	not answered

SUBJECT: Ordinance No. 2823 - Text Amendments: Electronic Reader Board and Digital Message Signs

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2823 - Text Amendment -Electronic Reader Board & Digital Message Signs
2. Amendments - Electronic Reader Boards

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

This is the third ordinance in the 2022 Comprehensive Plan Update process. The City Council reviewed this proposed ordinance at two study sessions in June. Councilmembers expressed concerns to staff that the code sections regarding Electronic Reader Board Signs and Digital Message Signs were confusing, and some provisions seemed contradictory. The proposal was removed from the July 18, 2022 Council agenda so that staff could refine and clarify the code. Staff has since revised the proposal, as summarized below.

1) “Public agency informational sign:” This definition has been deleted because it was confusing, and because it is covered elsewhere:

- Under Section 2 “informational/nonadvertising sign,” agencies can have a plain information sign that does not include any portion where text changes electronically.
- Agency signs where text changes electronically are instead incorporated into the sections on ERBS and Digital Message Signs.

2) Section 8 – Digital Message Signs (DMS): No changes to this section.

- No change to agencies allowed a DMS: Schools, government facilities, and YMCA.
- Same restriction that facility cannot have both an ERBS and DMS.
- Same standards: Must be monument sign (7-ft. height) and hours from 6am-10pm.

3) Section 9 - Electronic Reader Board Signs (ERBS): The ERBS section has been revised to clarify that it addresses only public agency ERBS. References to digital message signs have been deleted, since DMS are instead covered in Section 9 of the ordinance.

- No change to agencies allowed to have ERBS: City, library district, high school on Main Street, stadium on Valley Avenue.
- Same restriction that agency cannot have both an ERBS and DMS.
- Same standards: Height 15 feet maximum and hours from 6am-10pm.

COUNCIL COMMITTEE/STUDY SESSION: Council Study Session MEETING/STUDY SESSION DATE: 7/18/2022 COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2823 - Text Amendments: Electronic Reader Board and Digital Message Signs

ORDINANCE NO. 2823
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING REGULATIONS FOR ELECTRONIC READER BOARD SIGNS IN CHAPTER 18.44 SIGN CODE; AMENDING 18.44.040 DEFINITIONS OF TYPES OF SIGNS; AMENDING ARTICLE II GENERAL RESTRICTIONS AND LIMITATIONS SECTIONS 18.44.110, 18.44.130, AND 18.44.140; AMENDING 18.44.180 ADDING STANDARDS FOR DIGITAL MESSAGE SIGNS; AMENDING SECTION 18.44.185 STANDARDS FOR PUBLIC AGENCY ELECTRONIC READER BOARD SIGNS; AMENDING SECTION 18.44.200 SIGNS PERMITTED IN ALL DISTRICTS; AND DELETING SECTION 18.44.230 FOR DIGITAL MESSAGE SIGNS.

WHEREAS, the City Council has expressed a desire to expand allowances for Electronic Reader Board Signs for public agencies; and

WHEREAS, the City Council finds that allowing the Library District, School District or the City an Electronic Reader Board Sign in Sumner provides a valuable community service by providing information to the public regarding City and District meetings and community events; and

WHEREAS, on April 7, 2022 the Planning Commission held study session on the proposed amendments, and a duly-advertised public hearing on May 5, 2022; and

WHEREAS, on May 5, 2022 the Planning Commission voted by a 4-0 vote to recommend adoption by the City Council of the proposed zoning regulations updates as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on April 14, 2022; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. That Sumner Municipal Code Chapter 18.44 Sign Code, Section 18.44.040 Definitions is hereby amended to remove definition as follows:

~~**18.44.040 Changing message center**~~

~~**“Changing message center” means an electronically or electrically controlled public service time, temperature and date sign, message center or readerboard**~~

~~where different copy changes of a public service or commercial nature are shown on the same lamp bank.~~

Section 2. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to read as follows:

“Informational or nonadvertising sign” means a sign ~~intended to provide~~ containing only noncommercial, site-specific environmental or interpretive information, or similar non-promotional messages intended as a public service to the community, erected by public service clubs, historic societies, utility or service districts, or similar nonprofit organizations, or government agencies. This does not include signs where text changes electronically or identification signs for facilities which require a conditional use permit in residential zones.

Section 3. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to read as follows:

“Monument sign” means a freestanding sign that is not supported by poles and the bottom surface of the sign is in contact with the ground. A low monument sign means a monument sign no greater than 7 feet in height.

Section 4. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to add a definition as follows:

“Neighborhood community bulletin board” means a monument sign or wall sign with public service messages intended for the benefit of the immediate neighborhood, where text does not change electronically.

Section 5. That Sumner Municipal Code Section 18.44.110 is hereby amended as follows:

18.44.110 Prohibited signs.

N. Electronic reader board signs, except in the interchange commercial zone south of SR-410 as permitted under SMC 18.44.245; ~~the general commercial zone as permitted under SMC 18.44.240;~~ the Town Center Plan area as permitted under SMC 18.44.220; and ~~city informational~~ public agency electronic reader board signs as permitted under SMC 18.44.185.

Section 6. That Sumner Municipal Code Chapter Section 18.44.130 is hereby amended to read as follows:

18.44.130 ~~Neighborhood~~ Community bulletin board.

If approved by the director, a neighborhood may be allowed to erect a permanent structure as a community bulletin board; provided, that it does not exceed a sign area of 30 square feet per face.

Section 7. That Sumner Municipal Code Section 18.44.140 is hereby amended to read as follows:

18.44.140 ~~Informational or Non~~advertising or nonpromotional signs.

- A. Informational or Nonadvertising signs may be erected as a public service to the community ~~by public service clubs or other nonprofit organizations.~~
- ~~B. Such signs may be located in any zone upon approval by the director.~~
- ~~B. Informational signs may be erected in any zone subject to approval by the director.~~
- C. There shall be no fee for signs allowed by this section.
- ~~D. Such signs shall not include electronic reader board signs or digital message signs.~~
- ~~E. Such signs shall not exceed 20 square feet per face and 15 feet in height.~~

Section 8. That Sumner Municipal Code Section 18.44.180 is hereby amended as follows:

18.44.180 ~~Informational signs.~~

~~Informational signs intended to be viewed from a public street or pedestrian way shall meet the standards set forth for signs established in the respective zoning districts.~~

Digital Message Signs.

Digital message signs shall be allowed only for public schools, government facilities, or regional community centers subject to the following standards:

- A. One digital message sign shall be allowed in lieu of an Electronic Reader Board Sign.
- B. A digital message sign shall not be located closer than one-thousand feet, as measured along the adjacent right-of-way, from another digital message sign or electronic readerboard sign.
- C. The digital message sign shall be a monument sign and shall not exceed a height of seven feet.
- D. The digital message sign shall not exceed 64 square feet in total area. The electronic portion shall not exceed 60 percent of the square footage of the side of the sign where the electronic message is located.
- E. The digital message sign shall be programmed to operate only during the hours of 6am-10pm.

Section 9. That Sumner Municipal Code Section 18.44.185 is hereby amended to read as follows:

18.44.185 ~~City informational signs.~~ Public Agency Electronic Reader Board Signs.
CityIn lieu of one permitted digital message sign, a public agency electronic reader board

~~(ERBS) sign-informational signs~~ may be erected on ~~city~~ property owned or controlled by the city, library district or school district for the purpose of informing the public of ~~city~~ agency-sponsored events, meetings, and information associated with city or district business, subject to the location restrictions below. ~~Such City informational~~ signs shall contain no commercial advertising. Signs may be monument, freestanding or wall signs. Height of a freestanding sign shall not exceed 15 feet, except that in the East Main Street Design area signs shall be either low monument signs or wall signs. Sign area and shall not exceed a total of 75 square feet and 37.5 square feet per side. ~~City informational signs may include digital messaging signs or an electronic reader board sign (ERBS), provided Signs shall meet the following standards:~~

- A. ERBS shall not display more than one message per eight seconds.
- B. Animation between messages shall not be allowed.
- C. The ERBS portion cannot exceed 75 percent of the square footage of the side of the sign where the electronic message is located.
- D. Only one ERBS is allowed per site and parcel.
- E. The difference between the off and solid-message measurement using the ERBS measurement criteria shall not exceed 0.3 foot-candles over ambient lighting conditions when measured at the recommended distance, based on the ERBS size. The measurement distance shall be calculated by using the following formula: measurement distance = the square root of the (area of the sign square feet x 100).
- F. ERBS shall be programmed to automatically adjust illumination for all times of day and night based on ambient light conditions using photocell technology.
- G ERBS shall be programmed to operate only during the hours of 6am-10pm.
- H. ERBS are not allowed in residential zones, and not allowed at city parks and trails; except that one is allowed at the high school site on Main Street and at the regional stadium on Valley Avenue facing Valley Avenue.
- I. ERBS shall not be located closer than one-thousand feet, as measured along the adjacent right-of-way, from another electronic reader board sign or digital message sign.

Section 10. That Sumner Municipal Code Section 18.44.200 is hereby amended to read as follows:

18.44.200 Signs permitted in all districts. The following signs are permitted in all zoning districts within the city subject to the provisions of Articles II and III of this chapter:

- A. City entrance sign;
- B. Construction sign;
- C. Nonpolitical sign;

- D. Political sign
- E. Real estate sign;
- F. Public agency electronic reader board sign;
- G. Temporary signs;
- H. Incidental sign;
- I. Neighborhood ~~C~~community bulletin board;
- J. Informational or Nonnonadvertising ~~or nonpromotional sign.~~;
- K. Digital message sign.

Section 11. That Sumner Municipal Code Section 18.44.230(C)(8) is deleted, as follows:

18.44.230(C)(8) Digital Message Signs.

~~Digital message signs in the neighborhood commercial zone shall be allowed only for schools, or regional community centers subject to the following standards:~~

- ~~a. The digital message sign shall be considered a freestanding sign as per subsection (C)(1)(b) of this section.~~
- ~~b. The digital message sign shall not exceed a height of seven feet.~~
- ~~c. The digital message sign shall not exceed 63 square feet in area. The electronic portion shall not exceed more than 60 percent of the total sign area.~~
- ~~d. The digital message sign shall be a monument sign.~~

Section 12. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 13. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 14. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this ____ day of _____, 2022.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



MEMORANDUM

DATE: August 4, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: **AMENDMENTS FROM THE FLOOR:**
Electronic Reader Board Signs and Digital Message Signs - Ordinance No. 2823

I. AMENDMENT #1

Sponsor: Councilmember Brown

I move to strike Section 9 of Ordinance No. 2823 in its entirety, which amends Section 18.144.185 *Public agency Electronic Reader Board Signs*.

IF AMENDMENT PASSES: The code would prohibit ERBS at City, high school, stadium and library sites, and would prohibit all ERBS city-wide except for the commercial business ERBS currently allowed. It would still allow agencies the following sign types:

- a) A plain informational sign defined in Section 18.44.040 that is not allowed to have any text that changes electronically; and
- b) One Digital Message Sign under separate Section 18.44.180. (No change to the current code requirement that Digital Message Signs must be monument signs.)

CODE AS AMENDED:

~~18.44.185 Public Agency Electronic Reader Board Signs.~~

~~In lieu of one permitted digital message sign, a public agency electronic reader board (ERBS) sign may be erected on property owned or controlled by the city, library district or school district for the purpose of informing the public of agency sponsored events, meetings, and information associated with city or district business, subject to the location restrictions below. Such signs shall contain no commercial advertising. Signs may be monument, freestanding or wall signs. Height of a freestanding sign shall not exceed 15 feet, except that in the East Main Street Design area signs shall be either low monument signs or wall signs. Sign area shall not exceed a total of 75 square feet and 37.5 square feet per side. Signs shall meet the following standards:~~

- ~~A. ERBS shall not display more than one message per eight seconds.~~
- ~~B. Animation between messages shall not be allowed.~~
- ~~C. The ERBS portion cannot exceed 75 percent of the square footage of the side of the sign where the electronic message is located.~~
- ~~D. Only one ERBS is allowed per site and parcel.~~
- ~~E. The difference between the off and solid message measurement using the ERBS measurement criteria shall not exceed 0.3 foot candles over ambient lighting conditions when measured at the recommended distance, based on the ERBS size. The measurement distance shall be calculated by~~

~~using the following formula: measurement distance = the square root of the (area of the sign square feet x 100).~~

- ~~F. ERBS shall be programmed to automatically adjust illumination for all times of day and night based on ambient light conditions using photocell technology.~~
- ~~G. ERBS shall be programmed to operate only during the hours of 6am-10pm.~~
- ~~H. ERBS are not allowed in residential zones, and not allowed at city parks and trails; except that one is allowed at the high school site on Main Street and at the regional stadium on Valley Avenue facing Valley Avenue.~~
- ~~I. ERBS shall not be located closer than one thousand feet, as measured along the adjacent right-of-way, from another electronic reader board sign or digital message sign.~~

II. AMENDMENT #2

Sponsor: Councilmember Hochstatter

"I move to amend Section 9 of Ordinance No. 2823, which amends Section *18.144.185 Public agency Electronic Reader Board Signs*, by striking the third and fourth sentences, and replacing that with a sentence that reads: "Signs shall be monument signs only."

IF AMENDMENT PASSES: The code would allow the City, high school, stadium and library to have one Electronic Reader Board Sign (ERBS) but would require the sign to be a monument sign, which is a sign mounted at the ground and which is limited in height to 7 feet. The ERBS could not be mounted on a pole nor mounted on a wall.

CODE AS AMENDED:

18.44.185 Public Agency Electronic Reader Board Signs.

In lieu of one permitted digital message sign, a public agency electronic reader board (ERBS) sign may be erected on property owned or controlled by the city, library district or school district for the purpose of informing the public of agency-sponsored events, meetings, and information associated with city or district business, subject to the location restrictions below. Such signs shall contain no commercial advertising. ~~Signs may be monument, freestanding or wall signs. Height of a freestanding sign shall not exceed 15 feet, except that in the East Main Street Design area signs shall be either low monument signs or wall signs. Signs shall be low monument signs only.~~ Sign area shall not exceed a total of 75 square feet and 37.5 square feet per side. Signs shall meet the following standards:

- A. ERBS shall not display more than one message per eight seconds.
- B. Animation between messages shall not be allowed.
- C. The ERBS portion cannot exceed 75 percent of the square footage of the side of the sign where the electronic message is located.
- D. Only one ERBS is allowed per site and parcel.
- E. The difference between the off and solid-message measurement using the ERBS measurement criteria shall not exceed 0.3 foot-candles over ambient lighting conditions when measured at the recommended distance, based on the ERBS size. The measurement distance shall be calculated by using the following formula: measurement distance = the square root of the (area of the sign square feet x 100).
- F. ERBS shall be programmed to automatically adjust illumination for all times of day and night based on ambient light conditions using photocell technology.
- G. ERBS shall be programmed to operate only during the hours of 6am-10pm.
- H. ERBS are not allowed in residential zones, and not allowed at city parks and trails; except that one is allowed at the high school site on Main Street and at the regional stadium on Valley Avenue facing Valley Avenue.

- I. ERBS shall not be located closer than one-thousand feet, as measured along the adjacent right-of-way, from another electronic reader board sign or digital message sign.

SUBJECT: Ordinance No. 2830 - Accessory Dwelling Units Code Update

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2830 Accessory Dwelling Units
2. Staff Report
3. Presentation

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

Sumner's 2021 Housing Action Plan (HAP) identified strategies and implementation actions for addressing housing needs in the community. The City Council subsequently ranked the HAP strategies/actions into priorities and adopted "Priorities for Action." One of the Council's housing priorities included expanding where Accessory Dwelling Units (ADUs) can be built.

The Planning Commission reviewed the proposed ADU code at a study session on May 5, 2022, held a public hearing on June 9, 2022, and voted 7-0 to support the ordinance as proposed. The City Council first reviewed this proposal at a Study Session on July 25, 2022.

The proposed ADU code would allow attached and detached ADUs in Low Density Residential Zones LDR-6 through LDR-12, and attached ADUs in LDR-4. Standards will also be updated to:

- Reduce building setbacks for ADUs which expands ADU options on more lots;
 - Increase the height limit to 1.5 story which expands options for converting structures like garages to ADUs;
 - Reduce parking requirements which reduces costs and area needed for an ADU;
 - Restrict window position and coverage to address privacy.
-

COUNCIL COMMITTEE/STUDY SESSION: Council Study Session

MEETING/STUDY SESSION DATE: 7/25/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2830 - Accessory Dwelling Units Code Update.

ORDINANCE NO. 2830
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING REGULATIONS FOR ACCESSORY DWELLING UNITS IN CHAPTER 18.10 RESIDENTIAL PROTECTION DISTRICT; CHAPTER 18.12 LOW DENSITY RESIDENTIAL DISTRICT; AMENDING SECTIONS 18.12.030 RELATED TO CRITERIA FOR ACCESSORY DWELLING UNITS, 18.12.060 RELATED TO PARKING, 18.12.080 PERFORMANCE STANDARDS; 18.40.020 RELATED TO DESIGN REVIEW; AND 18.56.060 RELATED TO FEES.

WHEREAS, the City Council finds that accessory dwelling units can provide options for affordable housing, multigenerational living, senior housing and other needed housing in Sumner; and

WHEREAS, the City Council has expressed a desire to expand opportunities for creating accessory dwelling units; and

WHEREAS, the City Council finds that it is in the public interest to establish standards for accessory dwelling units in order to minimize impacts to surrounding low density residential uses, and to maintain the character of existing neighborhoods; and

WHEREAS, on May 5, 2022 the Planning Commission held study session on the proposed amendments, and a duly-advertised public hearing on June 9, 2022; and

WHEREAS, on June 9, 2022 the Planning Commission voted by a 7-0 vote to recommend adoption by the City Council of the proposed regulations updates as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on May 17, 2022; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. That Sumner Municipal Code Chapter 18.10 Residential Protection District, Section 18.10.030 is hereby amended to read as follows:

18.10.030 Accessory uses.

Permitted accessory uses in the RP district are as follows:

A. Accessory dwelling units subject to the ~~following criteria:~~ criteria at SMC 18.12.030(A).

- ~~1. One accessory dwelling unit shall be allowed per legal building lot as a subordinate use in conjunction with any single family structure;~~
- ~~2. Either the primary residence or the accessory dwelling unit must be occupied by the owners of the property. In addition, accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the main building. The owners shall sign an affidavit affirming that the owners will occupy the main building or the accessory dwelling unit as their principal residence for at least six months of every year. The owners shall sign a covenant agreeing to the conditions of this section which shall be recorded with the Pierce County auditor. The form of the affidavit and covenant shall be specified by the development services department;~~
- ~~3. The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in this title;~~
- ~~4. The accessory dwelling unit shall not contain less than 300 square feet and not more than 800 square feet, excluding any related garage area; provided, that if the accessory unit is completely located on a single floor, the director may allow increased size in order to efficiently use all floor area, so long as all other standards set forth in this section are met;~~
- ~~5. The square footage of the accessory dwelling unit, excluding any garage area, shall not exceed 40 percent of the total square footage of the primary residence and accessory dwelling unit combined after rehabilitation, excluding any garage area. This percentage shall apply to both attached and detached accessory dwelling units. Where the director allows increased size per subsection 4, the square footage shall not exceed 50 percent of the total square footage of the primary residence and accessory dwelling unit combined after rehabilitation, excluding any garage area;~~
- ~~6. There shall be one off-street parking space in a carport, garage, or designated space provided for the accessory dwelling unit in addition to that which exists on the site for the primary residence;~~
- ~~7. Accessory dwelling units shall be located only in the same building as the principal residence unless the lot is at least 8,500 square feet in area or unless the accessory dwelling unit will replace a detached, pre-existing structure of at least 400 square feet. Where lots contain at least 8,500 square feet in area or there is a detached, pre-existing structure of at least 400 square feet, the accessory dwelling unit may be part of the principal residence or located in a detached structure;~~
- ~~8. An accessory dwelling unit shall be designed to maintain the appearance of the main building of the single family residence. If the accessory unit extends beyond the current footprint of the principal residence, such an addition shall be consistent with the existing roof pitch, siding and windows. If an accessory unit is detached from the main building it must also be consistent with the existing roof pitch, siding and windows of the principal residence. In addition, only one entrance for the main building will be permitted in the front of the principal residence. A separate~~

~~entrance for the accessory dwelling unit shall be located either off the rear or the side of the building;~~

- ~~9. The accessory dwelling unit shall meet all technical code standards including building, electrical, fire, plumbing and other applicable code requirements.~~

Section 2. That Sumner Municipal Code Chapter 18.12 Low Density Residential Districts, Section 18.12.030 is hereby amended to read as follows:

18.12.030 Accessory uses.

Accessory uses permitted in the LDR district are uses and structures customarily appurtenant to the principally permitted uses, such as:

A. Accessory dwelling units subject to the following criteria:

1. One accessory dwelling unit shall be allowed per legal building lot as a subordinate use in conjunction with ~~any single family structure~~ the one single family detached dwelling allowed under SMC 18.12.020(D) which, for the purposes of this section, is the primary dwelling unit;
2. Either the primary ~~dwelling unit residence~~ or the accessory dwelling unit must be occupied by the owners of the property. In addition, accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the primary dwelling unit~~main building~~, except in accordance with subsections (A)(14), (15), (16) and (17) of this section. The owners shall sign an affidavit affirming that the owners will occupy the main building or the accessory dwelling unit as their ~~principal~~ primary residence for at least six months of every year. The owners shall sign a covenant agreeing to the conditions of this section which shall be recorded with the Pierce County auditor. The form of the affidavit and covenant shall be specified by the development services department.
3. The accessory dwelling unit and primary dwelling unit together may account for a total of two families established by the definition of family in this title. The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in this title;
4. The accessory dwelling unit shall ~~not~~ contain a maximum floor area of ~~less than 300 square feet and not more than 800~~ 1,000 square feet, excluding any related garage area used for vehicle parking; provided, that if ~~the an attached~~ accessory unit is completely located on a single floor story, with no basement, the director may allow increased floor area up to the minimum area necessary in order to efficiently use all floor area, so long as all other standards set forth in this section are met;
5. *Repealed by Ord. 2300;*

6. There shall be one off-street parking space provided for accessory dwelling units, except that no off-street parking shall be required for accessory dwelling units that are located within a half-mile of the Sumner transit station if the applicant demonstrates that on-street parking is available. ~~with one bedroom and two off-street parking spaces provided for accessory dwelling units with two or more bedrooms.~~ Off-street parking spaces for ADUs shall be in addition to that which exists on the site for the primary dwelling unit residence and located in a ~~carport, garage, or~~ designated space located outside of any required landscape;
7. Accessory dwelling units may be located as an attached unit in the same building as the primary dwelling unit or in a detached accessory building. ~~Except that~~ in the LDR ~~12,000~~ 4,000 zone, accessory dwelling units shall be located only in the same building as the primary dwelling unit~~principal residence~~;
8. General appearance and layout regulations for accessory dwelling units are as follows:
 - ~~a. An accessory dwelling unit shall be designed to maintain the appearance of the main building of the single family residence. If the accessory dwelling unit extends beyond the current footprint of the principal residence, such an addition~~ Detached accessory dwelling units for which any portion of the structure is located closer to the front of the lot than the rear of the primary dwelling unit shall be consistent with the existing roof pitch exterior architectural style of the primary dwelling unit, including style of siding and windows. If an accessory unit is detached from the main building it must also be consistent with the existing roof pitch, siding and windows of the principal residence. In addition, only one entrance for the main building will be permitted in the front of the principal residence. A separate entrance to the main building for the accessory dwelling unit shall be located either off the rear or the side of the building;
 - b. The entrance for an attached accessory dwelling unit shall be located either on the rear or the side of the primary dwelling unit;
9. **Height.** Detached accessory dwelling units shall have a maximum building height of ~~16~~ 18 feet ~~for gabled, hipped and gambrel roofs and 12 feet for flat and mansard roofs, except that the height may be increased to 18 feet when it is necessary to match the existing roof pitch of the principal structure.~~ In no case shall the second story contain exterior walls exceeding five feet in height on more than 50 percent of the perimeter of the second story. Attached accessory dwelling units may match the height of the primary dwelling unit, except that attached units located closer than 30 feet to the rear property line shall have a maximum building height of 18 feet;
- 10. Setbacks, detached units.** Minimum yard setbacks for detached accessory dwelling units are as follows:

- a. Front yard setback ~~in feet~~: equal to or greater than existing front setback of the primary dwelling unit principal structure or the required setback, whichever is greater;
 - b. Rear yard setback ~~in feet~~: minimum of 15 feet, except when the rear property line is abutting an alley, ~~then five feet or in which case the setback shall be~~ that required for garage ingress and egress per SMC 18.12.080(E);
 - c. Interior side yard ~~in feet~~: minimum of five feet, except as follows:
 - i. if the interior side property line is abutting an alley with vehicular access to a garage, then the setback is per SMC 18.12.080(E); and
 - ii. if the interior side property line is the rear property line of an adjacent lot, the side yard shall be a minimum of 15 feet.
 - d. Street side yard ~~in feet~~: same as required for the primary dwelling unit principal structure;
11. **Setbacks, attached units.** Minimum yard setbacks for attached accessory dwelling units shall be the same as the setback requirements for the primary dwelling unit principal structure; except that the rear yard setback is a minimum of 15 feet if the attached accessory dwelling unit is 18 feet or less in height.
12. **Windows.**
- a. Windows in living, dining, and great room areas located ~~on the second story within 10 feet of a side property line~~ above the first floor shall face interior to the site. Window area above the first floor shall not exceed 30 square feet in total cumulative window area for all windows on any one side facing the rear or side yards, unless bordering an alley where there is no limit on window area. There is no limit on window area located on the first story;
 - b. If the ADU is closer than 10 feet to a side setback or closer to the rear setback than the rear setback for the primary residence (except at an alley), window area on the ground floor is limited to 30 percent of the area of the façade.
13. The accessory dwelling unit shall meet all technical code standards including building, electrical, fire, plumbing and other applicable code requirements;
14. The accessory dwelling unit may be subdivided from the original parcel; provided, that the minimum lot size, all yard requirements as well as other applicable dimensional standards for a single family dwelling, such as lot coverage and building height, of this title are met; and provided that the subdivision is assessed the difference between the ADU fees already paid and the full permit fees for a single family home in effect at the time of subdivision;
- ~~15. Accessory dwelling units constructed prior to January 1, 2008, may be subdivided from the original parcel; provided, that the minimum lot size, lot coverage, building~~

- height, and all other applicable dimensions in SMC 18.12.070 are met, except that interior side and rear yard setbacks do not have to be met;
- ~~16. If a pipestem lot is created in the LDR-6 zone for an accessory dwelling unit that existed prior to January 1, 2008, then the minimum lot size may be 6,000 square feet; provided, that the maximum lot coverage is 30 percent and all other applicable dimensional standards, including building height, in SMC 18.12.070 are met, except that the interior side and rear yard setbacks do not have to be met.~~
- ~~17~~15. Accessory dwelling units that are subdivided from the original parcel shall meet the off-street parking standards for a single family dwelling in SMC 18.12.060 for the applicable zone;
- 16. Conversion of existing accessory structure to ADU.** Existing accessory structures may be converted into an accessory dwelling unit, subject to the following provisions:
- a. An accessory structure can be converted to an accessory dwelling unit so long as the building height, setbacks, and other standards and provisions of SMC 18.12.030(A) are met, unless otherwise provided in this section.
 - b. Setbacks. No conversion of an accessory structure to an accessory dwelling unit shall encroach further into the setbacks established in SMC 18.12.030(A) for accessory dwelling units; except for preexisting structures as provided in subsection (c).
 - c. Where the structure to be converted was constructed prior to 2012, the converted unit may have a minimum rear yard of 3 feet, and a minimum interior side yard of 3 feet, if located in the rear 33 percent of the lot, or in back of the front 75 feet of the lot; except as follows:
 - i. an accessory structure with vehicular access from an alley shall have a rear setback and interior side setback established by SMC 18.12.080(E); unless the interior side property line is the rear property line of an adjacent lot, in which case the setback shall be a minimum of 10 feet at the abutting rear yard.
 - ii. the converted unit shall be no taller than 1 story and 16 feet; and
 - d. The structure to be converted shall be of sound condition and meet current fire, building and safety regulations, as determined by the building official.
 - e. Parking. If off-street parking spaces for the primary dwelling unit are removed as part of converting an existing accessory structure to an accessory dwelling unit, the applicant shall demonstrate on a site plan how the provisions in subsection A(6) of this section and the parking requirements in SMC 18.12.070(J) are being met.
 - f. Conversion of a nonconforming structure to an accessory dwelling unit shall not result in an increase in the nonconformity.

[...]

Section 3. That Sumner Municipal Code Section 18.12.060 is hereby amended to read as follows:

18.12.060 Special conditions-location of parking, single-family dwellings

- A. In the LDR-7.2, LDR-8.5 and LDR-12 districts ~~at least one~~ required parking space for single-family dwellings is to be covered and such spaces shall be located within a garage or under a carport. Each required space is to be located so as to be independent of any other required space and access drives. Further, all required spaces shall be located within the building site area and not within the required setback areas. Required spaces and access drives shall be improved with dustless, hard surfaces.
- B. In the LDR-4 and LDR-6 district all single-family dwellings shall have two on-site automobile parking spaces with at least one space located within a garage or under a carport. Each required space is to be located so as to be independent of any other required space. Required spaces and access drives shall be improved with a dustless, hard surface. Tandem parking may be allowed.

Section 4. That Sumner Municipal Code Section 18.12.080 is hereby amended to read as follows:

18.12.080 Performance standards

The following special performance standards shall apply to properties located in the LDR district:

- A. Exterior Mechanical Devices. [...]
- B. Required Landscaping. [...]
- C. Outdoor Storage and Parking of Vehicles. [...]
- D. Detached Accessory Structures. Detached accessory structures, except for detached accessory dwelling units, are permitted not closer than three feet to rear or interior side property lines if located in the rear 33 percent of the lot, or in back of the front 75 feet of the lot; ~~provided, that t~~The maximum building height for a detached accessory structure, ~~except for an accessory dwelling unit,~~ shall be 16 feet for gabled, hipped and gambrel roofs and 12 feet for flat and mansard roofs.
- E. Setbacks from Alleys. Garage structures which are directly attached to a principal structure or attached with no greater than an enclosed breezeway, and have vehicular access from an adjacent alley, may ~~encroach into the rear yard~~ reduce the rear yard setback such that the total of the alley width and setback from the alley is equal to a setback of no less than 24 feet. In such case, only a garage attached to the principal structure by no greater than a breezeway may exceed a height of one story.

[...]

Section 5. That Sumner Municipal Code Section 18.40.020 is hereby amended to read as follows:

18.40.020 Types of review.

- A. All development which falls under the thresholds provided in this section shall be subject to design review as provided for in chapter 18.56 SMC, Procedures for Land Use Permits.
- B. The following types of projects shall require design review according to the procedures for Type III.b decisions, chapter 18.56 SMC, Procedures for Land Use Permits:
 - 1. Sign permits for permanent signs which are regulated by the design guidelines.
 - ~~2. Accessory units in residential zones.~~
 - 32. Building permits for exterior renovations on commercial, multifamily, light and heavy manufacturing, or mixed-use structures, including, but not limited to, new awnings, alterations to exterior treatments, changes to windows and doors, and similar activities which do not increase the square footage more than a minimal amount.

[...]

Section 6. That Sumner Municipal Code Section 18.56.060 is hereby amended to read as follows:

18.56.060 Fees.

- A. Unless otherwise noted, all applicable fees for land use permits and components shall be paid at the time of application. Sign permit fees shall be paid at the time of permit issuance.
- B. The following fees shall be paid by any applicant for a land use permit based on the requested land use decisions:

[...]

Permits less than \$200,000:	\$30
Permits \$200,000 – \$1,000,000:	\$150
Permits over \$1,000,000:	\$250

[...]

- I. For purposes of this chapter, a land use review fee shall be charged whenever a land use permit results in any of the following:
 - 1. Establishment of a new principal use which was not the subject of a conditional use approval;
 - 2. Change of a principal use;
 - 3. A nonincidental expansion of a commercial or industrial building;
 - 4. An increase to a multifamily structure which increases the number of units; or

~~5. Establishment of an accessory dwelling unit.~~

[...]

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 9. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this ____ day of ____ 2022.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



STAFF REPORT

DATE: July 15, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: **ACCESSORY DWELLING UNITS – Code Update**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

The adopted Sumner Housing Action Plan (HAP) identified Accessory Dwelling Units (ADUs) as an important housing option for Sumner. ADUs can provide:

- A more affordable single family dwelling option.
- Increased ability for seniors to age in place in their home or neighborhood.
- Supplemental income, especially for moderate income households.
- An opportunity for multigenerational living.

In August 2021, the City Council ranked the HAP strategies/actions into priorities, and adopted their Priorities for Action, which includes expanding opportunities for Accessory Dwelling Units (ADUs). The City has received a grant from the State to start implementing the Council's housing priorities. The first strategy that is being further developed is expanding where ADUs can be built.

The Sumner code currently allows ADUs, but is relatively restrictive in terms of the standards for ADUs and where they are allowed. The purpose of this code update is to expand where attached and detached ADUs can be built; and update standards such as size and setbacks to make ADUs more feasible on more lots. The Planning Commission reviewed the proposed code at a study session in May 2022 and is holding a public hearing in June 2022.

II. DESCRIPTION OF PROPOSAL

The proposed code would allow attached and detached ADUs in Low Density Residential Zones LDR-6 through LDR-12, and attached ADUs in LDR-4. Standards will be updated to reduce building setbacks for ADUs, increase the height limit, reduce parking requirements, and restrict window position and coverage to address privacy. Key provisions in the proposed code are summarized below. The City's consultant, LDC Inc., prepared a memo summarizing the proposal in more detail, and a summary of the draft code sections which were reviewed by the Planning Commission in May 2022.

A. Zones allowed

The proposal will allow attached and detached ADUs in all residential zoning districts, except in the LDR-4 zone where only attached ADUs will be allowed, due to the very small lot sizes.

B. Owner occupancy

The existing requirement that the homeowner live in the primary dwelling or the ADU would be maintained. The ADU online survey indicated residents support keeping this provision; this can help maintain oversight of the property.

C. Size of ADU

Maximum size is proposed to be increased from 800 s.f. to 1,000 s.f. This size is consistent with what other cities allow and provides more options for ADUs. Limits on height, lot coverage and setbacks will likely keep square footage lower than this except on the largest of lots.

D. Parking spaces

Current code requires 2 parking spaces for ADUs that are 2 or more bedrooms. Proposal would standardize that as 1 parking space per ADU. ADUs are likely to have small households and are unlikely to need more than 1 space. Eliminating the parking requirement for ADUs within a half-mile of the Sounder station is a response to new State legislation that eliminates parking for ADUs within one-quarter mile. Proposed code would also allow the main house to have 1 of their 2 required stalls to be uncovered. This creates more options to turn a garage or carport into an ADU.

Providing parking can be a significant factor in determining whether even a small ADU is feasible on a property. Reducing required parking also supports conversion of a garage to an ADU, which otherwise would not be feasible if the garage was required for on-site parking.

E. Attached versus Detached

Current code does not allow detached units on lots that are smaller than 12,000 s.f., which prohibits detached ADUs on most lots in Sumner. Removing the restriction on detached units allows homeowners to decide how close their ADU should be to the house, and allows many more homeowners to have an ADU.

F. General appearance – design character

Existing code requires certain design characteristics that can be excessive and unnecessary. The new code would modify some of these provisions:

- Most ADUs will be in the back of the main house, and not visible from the street. The City doesn't regulate architectural style of the main house so should be cautious about setting a design requirement for ADUs. The goal is to not limit options. However, the code would require ADUs that are close to the front of the house to be consistent with the house architecture.
- Building height and setbacks will be the most important factors for ensuring an ADU is an appropriate fit to the lot.

G. Building height

Building height is proposed to change from 16 feet to 18 feet. Height is measured to the mid-point of the gabled roof or slanted "shed" roof. The change in height is minimal. However, this will allow many more ADUs to be 1 story with a loft, and allow many more options for converting a garage to an ADU. For example, the attic above a 1-story garage may not have enough clearance under the roof pitch to make a feasible ADU living space. Increasing the height to 18 feet could make conversions much more feasible. Note that this increased height would not be allowed if converting a garage that does not meet the minimum setbacks; such a structure would be limited to 1 story.

H. Setbacks

Proposed code generally keeps the existing ADU setbacks, with some modifications.

1. Current code allows a rear yard setback of 15 feet for detached ADUs. Proposed code allows that for both attached and detached ADUs. (Note the rear yard setback for the primary dwelling is 30 feet.)
2. Side yard setback for ADUs remains 5 feet.
3. After the Planning Commission discussion, staff further reviewed lot configurations where ADUs could be built. There could be instances where a side yard abuts a rear yard on another lot. In such case, the ADU setback should be 15 feet. The goal is to maintain a greater setback next to rear yards, to protect privacy in rear yards. Staff now recommends requiring a 15-foot setback (versus 5-foot) where an ADU on a side lot line abuts the rear lot line of another lot.

I. Windows

The current code restricts window placement to help address privacy concerns. Proposed code

maintains these standards but clarifies them. Windows above the first floor must face into the interior. Windows on the first floor are limited in area if the ADU is closer than 10 feet to a side yard or closer than 30 feet (main house setback) to the rear property line.

J. Subdividing an ADU into separate lot

See the discussion below under **Section P**.

K. Conversions

The new code clarifies that accessory structures like garages may be converted to ADUs and adds standards for those.

1. Converted structures must comply with all of the current ADU standards.
2. However, accessory structures like garages are currently allowed to be built closer to property lines than ADUs. Current code allows 3-foot setbacks for garages, if they are located in the rear 33 percent of the lot or in back of the front 75 feet of the lot. Many garages could never be converted to ADUs if they had to meet the current ADU setbacks.
3. To expand opportunities for more conversions, the setbacks for conversions are proposed to be relaxed for structures 20 years or older. Under the new code, a garage ADU may be built with a 3-foot rear yard and 3-foot side yard setback, but it may not be taller than 1 story. It must be set back 10 feet if next to an adjacent rear yard.

L. ADUs in the Residential Protection District SMC 18.10

There is an allowance for ADUs in the Residential Protection (RP) District that was inadvertently overlooked in the first draft of the code that the Planning Commission reviewed at the study session.

The ADU provisions in the RP zone are almost the same as in the Low Density Residential (LDR) zones. Main exceptions: RP has slightly different restrictions on size of lots for a detached ADU and setbacks are greater. Staff proposes making the ADU standards in the RP zone the same as in other residential zones, with the same flexibility.

M. Subdividing ADU lots

The existing code allows ADUs to be subdivided from the main house. Since the Planning Commission study session, staff has reviewed more closely these subdivision allowances and recommends that the Planning Commission accept the additional revisions below.

1. Proposed code would clarify that a new ADU parcel can only be created if it meets all of the standards for a regular single-family lot (setbacks, lot size, etc.). Another revision proposed by staff requires that the full single family dwelling permit fees be paid at the time of the ADU subdivision, since an ADU would have only been charged half of what a single-family home construction is charged.
2. Current code allows ADUs constructed before 2008 to be subdivided from the main parcel without having to meet side yard or rear yard setbacks. Proposed code would eliminate this special exception for older ADUs. The code also allows an ADU constructed prior to 2008 to be subdivided into a "pipestem" shaped lot without having any side yard or rear yard setbacks.

Staff does not recommend allowing ADUs to be turned into nonconforming single-family lots. These two provisions are recommended to be deleted from the ordinance for several reasons.

- The goal is to expand opportunities for an ADU on a lot, not to create new lots with nonconforming dwellings.
- The 2008 subdivision allowances were added at the request of 1 or 2 property owners, and it creates special property treatment for only a few lots. To staff's knowledge, there are only 3 lots where the special subdivision was requested.
- With greatly expanded ADU allowances, there's no need to allow subdivisions that create nonconforming lots and dwellings that don't meet current setbacks.

N. Design Review:

Another minor revision that was not included in the first code draft is an existing code section (SMC 18.40.020) that requires Design Review for ADUs. This is an additional staff review process. Extra review adds to permit processing time, and there are actually no adopted guidelines for ADUs in the Sumner Design Guidelines. Staff proposes to delete this Design Review requirement.

O. Requirement for land use permit:

The Zoning Code establishes land use review fees (in addition to building permit fees) for a variety of proposals. For small projects (e.g. ADU) there is a general "land use review" fees of \$30 to \$150. This was not addressed in the first draft of the code. Staff now recommends that this fee be removed because it is not necessary to have a special staff review of an ADU in addition to the building permit review.

III. ANALYSIS

The proposed Zoning Code amendments are consistent with the intent and policies of the Comprehensive Plan, specifically the policies discussed below.

Land Use Element

The proposed code update will allow another development option for infill development. It also includes development standards to minimize impacts of increased density and to apply design review to senior housing, consistent with the following policies:

- 1.1 "Ensure that appropriate transitions so that more intensive uses do not adversely impact adjacent uses.
 - 1.1.1 Maintain the design guidelines and ordinances to achieve compatible and attractive new residential, commercial, and industrial uses.
 - 1.1.2 Maintain zoning and subdivision regulations to ensure adequate setbacks, landscaping, and buffering are required where land use conflicts and impacts may occur."
- 1.2 "Encourage infill development on vacant properties with existing public services and public utilities, and new development in areas with existing or planned public facilities."

Land Use Element - Land Use Designations

The Comprehensive Plan recognizes ADUs as a traditional accessory use in residential zones, noting that "Primary uses include detached single-family residential dwellings, private garages, and other accessory buildings. Secondary allowed uses include accessory units ("mother-in-law units")..."

Community Character Element

The proposed code update will expand housing types allowed in zoning districts, while applying development standards to minimize impacts to community character, consistent with these policies:

- 1.1 "Encourage development which enhances the human, pedestrian scale, creating a sense of community and place."
- 1.7 "Preserve the single-family residential scale and historic character of existing residential streetscapes through various means such as floor area ratio and setback requirements."
- 2.6 "In recognition of the need for a variety of housing, allow through the Comprehensive Plan and Zoning Code a mix of residential uses as appropriate to the neighborhood character."

Housing Element

The proposed code update will increase the variety of housing available at all life stages and will help meet Sumner's housing targets, consistent with the following policies:

- 1.4 "In order to balance the protection of viable neighborhoods and the need to provide for a range of housing to all life stages and economic segments, allow for accessory units in single-family neighborhoods."
- 1.4.2 "Allow for accessory dwelling units in low density residential districts."
- 1.4.3 "Review development regulations for obstacles to permitting accessory dwelling units."
- Goal 2: "Provide a range of housing types for all life stages and economic segments of the Sumner community."
- 2.2.3 "Allow for accessory units in low density residential districts."
- 2.3 "Encourage a variety of housing available to all economic segments of the community."
- 2.3.1 "Review the Zoning Code, Subdivision Code, Building Codes, and other development-control ordinances to identify and remove excessive, duplicative, or unnecessary regulations..."
- Goal 3 encourages "energy efficiency in housing developments" and recognizes that infill increases efficiency.
- 3.2 "Promote higher density and infill developments that are located near major transportation links such as the Sumner Commuter Rail Station."

Conclusion:

Sumner's Comprehensive Plan provides a general policy basis for promoting Accessory Dwelling Units (ADUs) as a means to provide housing options and increased housing densities at appropriate scale to the neighborhood. Proposed code amendments will further adopted policies by expanding opportunities for ADUs. The ordinance also contains development standards to minimize impacts to surrounding homes, and will help ensure that ADUs fit into the character of adjacent single family residential uses.

IV. SEPA ENVIRONMENTAL REVIEW

A SEPA environmental checklist and analysis of the proposed amendment has been completed. A Determination of Non-Significance was issued on May 9, 2022.

V. PUBLIC & AGENCY COMMENTS

No agency comments or public comments were received.

VI. STAFF RECOMMENDATION

Review the proposed ADU code changes, provide comments and direction to staff.

VII. PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7-0 to recommend approval of the ordinance to City Council.

VIII. EXHIBITS

- A. Ordinance No. 2830 – Draft ADU code
- B. Overview slide presentation from consultant LDC, Inc.

SUMNER CITY COUNCIL

ACCESSORY DWELLING UNIT CODE

Study Session – July 25, 2022



CONTEXT AND PROCESS – ACCESSORY DWELLING UNIT CODE

Matt Covert, LDC

Housing Action Plan recap



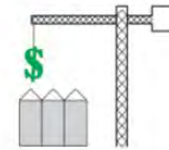
CITY OF
SUMNER
WASHINGTON

- Grant from Department of Commerce
- Joint Housing Action Plan developed with City of Bonney Lake
- Housing Needs Assessment
- Strategies and actions to address housing needs for each city

PRESERVE RENTAL HOUSING



INCENTIVES FOR NEW RENTAL HOUSING



BRING DOWN THE COST OF DEVELOPMENT



PROVIDE WIDER VARIETY OF HOUSING TYPES



PREVENT AND MITIGATE DISPLACEMENT



IMPROVE THE PERMIT PROCESS



Action on Accessory Dwelling Units



- One of the recommended actions in the adopted Housing Action Plan was to look at specific ways code and incentives could be modified to expand where ADUs can be built



EXPAND WHERE AN ADU CAN BE BUILT

SMC 18.12 outlines regulations for low-density residential districts. Accessory dwelling units are currently regulated by [SMC 18.12.030\(A\)](#), which contains the decision criteria for locating an ADU on a property in the LDR zones. Several revisions to this section could expand where ADUs can be built. For example, the City could consider the following:

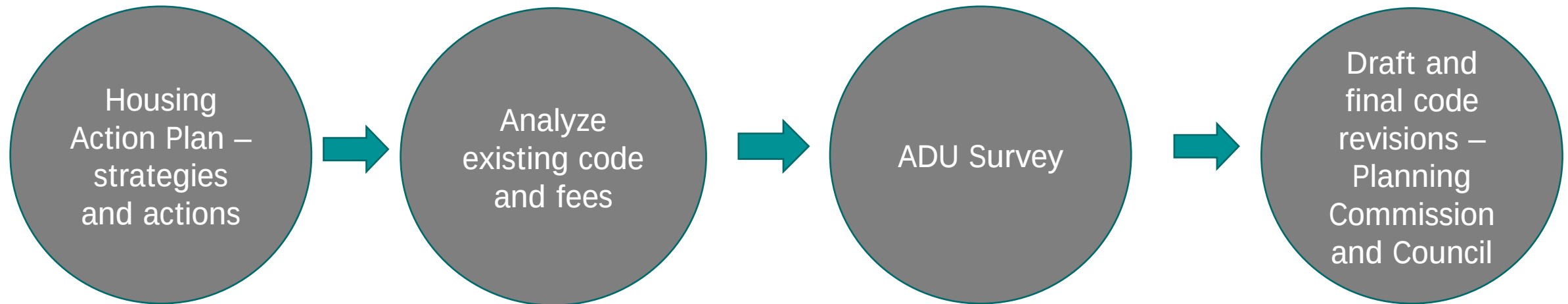
- Eliminate the requirement that the total number of occupants across both the primary and accessory dwelling not exceed the maximum number established by the definition of family ([SMC 18.04.0375](#)) defines family as a group of not more than five persons who are not related, but who are living and sharing kitchen facilities together as a single housekeeping unit). Under this reading, a primary dwelling home to a five-person family and a detached ADU home to two people unrelated to the primary dwelling residents might not be allowed. Further, this is a very difficult standard to administer.
- Alter the requirement in 18.12.030(A)(4) so that total area is capped at either 800 square feet or a percentage of the total dwelling unit area, whichever is larger. (Minimum size can be a percentage to keep this from being a barrier for smaller primary dwellings.)
- Alter setback requirements. SMC currently requires some large rear setbacks in its residential zones. Currently, rear yard setbacks in the LDR-12 through LDR-6 zones are 30 feet, and 25 feet for LDR-4. ADU minimum rear setbacks are 15 feet, but rear setbacks could be reduced to 20 feet for primary structures (especially in the 4- and 6,000 square foot lot zones) and could be reduced to 5-10 feet for ADUs associated with garages.
- Increase minimum lot coverage. Currently, the LDR-4 zone has a 40 percent maximum lot coverage. This could be a barrier to ADU construction on these smaller lots.
- Change the parking requirement so that only one dedicated off-street parking space is required for an ADU (also, see other policies related to parking reform). You could also eliminate the need for an off-street parking space in some circumstances. Requiring a new off-street parking space to be provided (beyond the existing driveway), could be a barrier to development.
- Remove restriction that ADUs cannot be detached from primary residences in any zone except LDR 12,000.
- Change the height requirement to allow a full second story with pitched roof above a detached garage to serve as an ADU (current code allows a maximum of 16 feet). Also consider allowing taller structures to offset impervious surface maximums

For more detailed information about ADUs, please see the [Real Estate Prototypes in Appendix 2](#).

Advantages	Disadvantages
• Provide greater flexibility for location and design of ADUs • Make more lots able to support ADU	• Public sensitivity to perceived burden on on-street parking • Potential to trigger broader changes to residential design requirements could make the changes take longer



Approach to Code Revisions

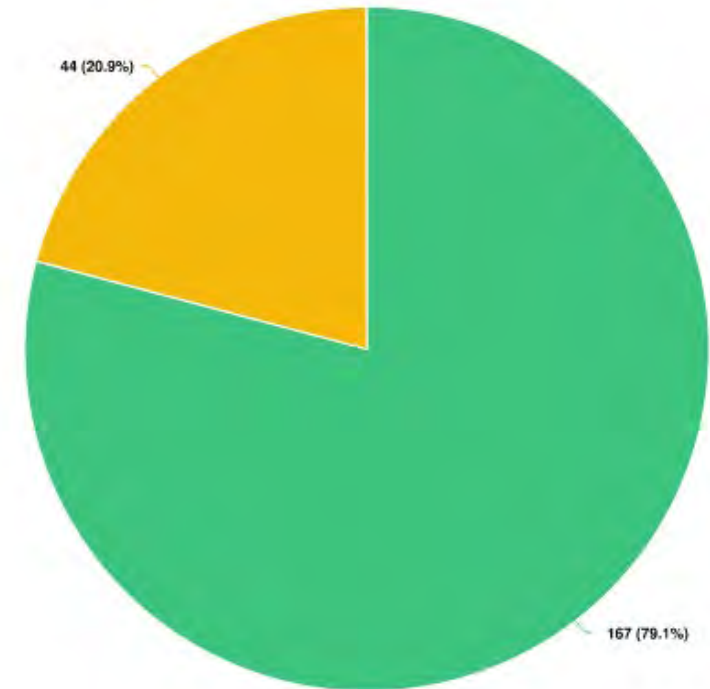


Sumner ADU Survey



- More than 200 responses
- Majority support for expanding where ADUs can be built
- Privacy, views, and parking were the main issues respondents were concerned about when considering ADU code options

Q4 | Do you think detached accessory dwelling units should be allowed in more areas of the city if they are appropriately designed?



Question options

● Yes ● No

Optional question / 211 responses / 2 skipped

Code and fee review

- Fees for ADUs are already more affordable – reducing them unlikely to get “bang for the buck” in encouraging more ADUs
- Code analysis and best practices research identified eight (8) different areas where code could be improved to encourage ADUs in more places while addressing concerns about views, privacy, parking, and more

Examples of Accessory Dwelling Units (ADUs)

ADUs in blue; main residence in white

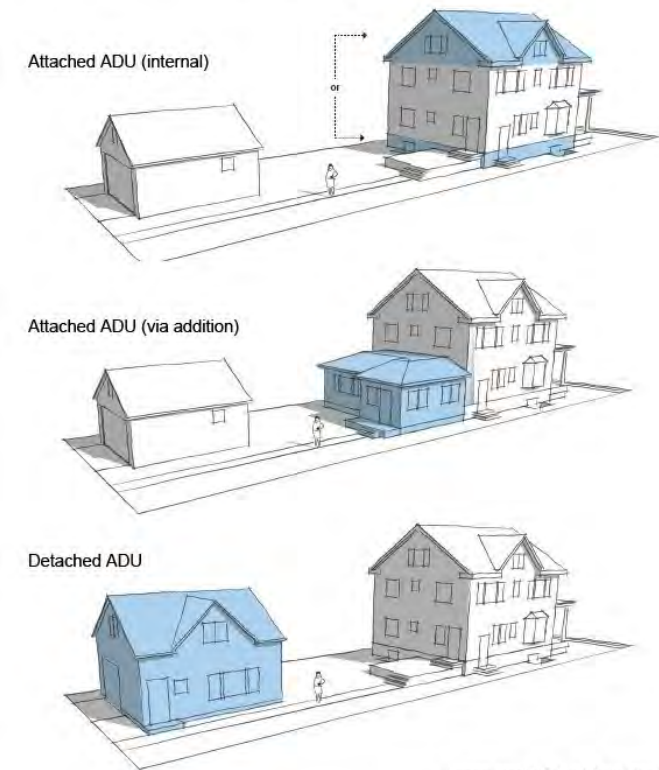


Image credit: City of Saint Paul, MN

RECOMMENDATIONS - FOCUS AREAS AND EXAMPLES

1. Total number of occupants / households



- Existing code prohibits the total number of occupants for an ADU and primary home from exceeding the definition of family. This is both restrictive and hard to enforce.
- Recommended allowing one family in a primary residence and one family in an ADU (building code will dictate ADU capacity)

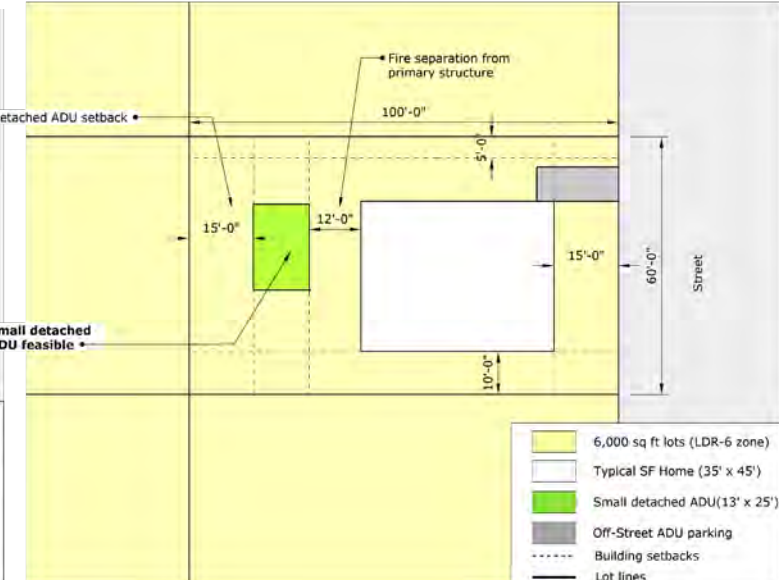
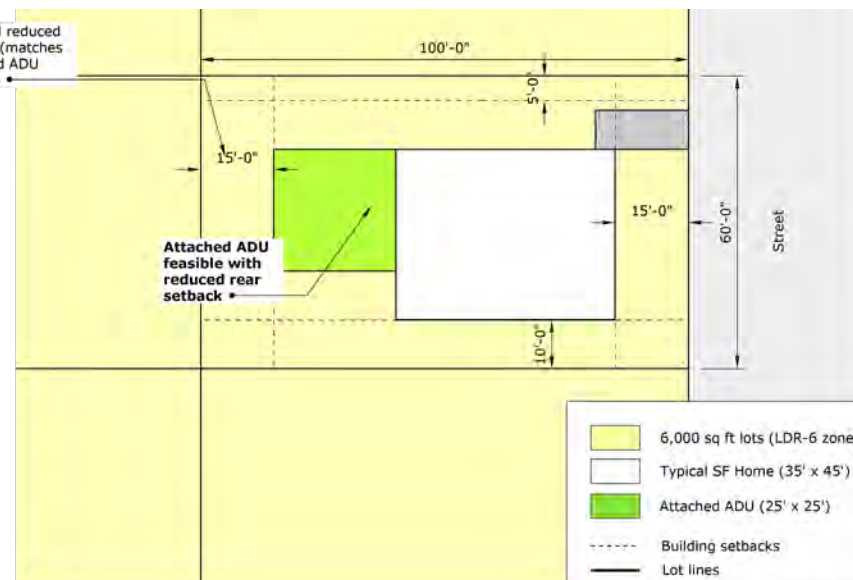
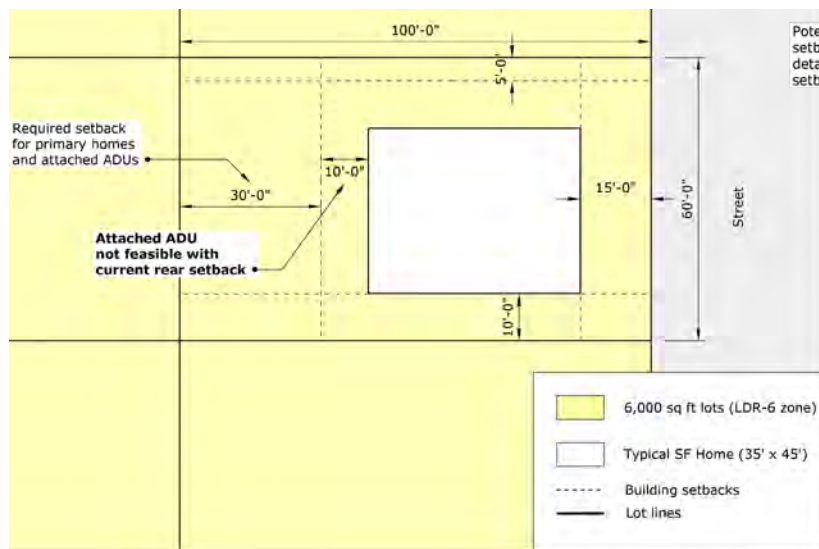
2. Allow detached ADUs in more places



- Currently, detached ADUs only permitted in the LDR-12 zone
- Recommendation to allow detached ADUs down to LDR-6
- LDR-4 is left out because of the difficulty in accommodating detached ADUs with building separation requirements on very small lots

3. Reduce rear setbacks for ADUs to 15 feet

- Detached ADUs already have a 15 foot rear setback
- Making rear setback consistent makes code easier to administer
- Height and window restrictions help address privacy concerns



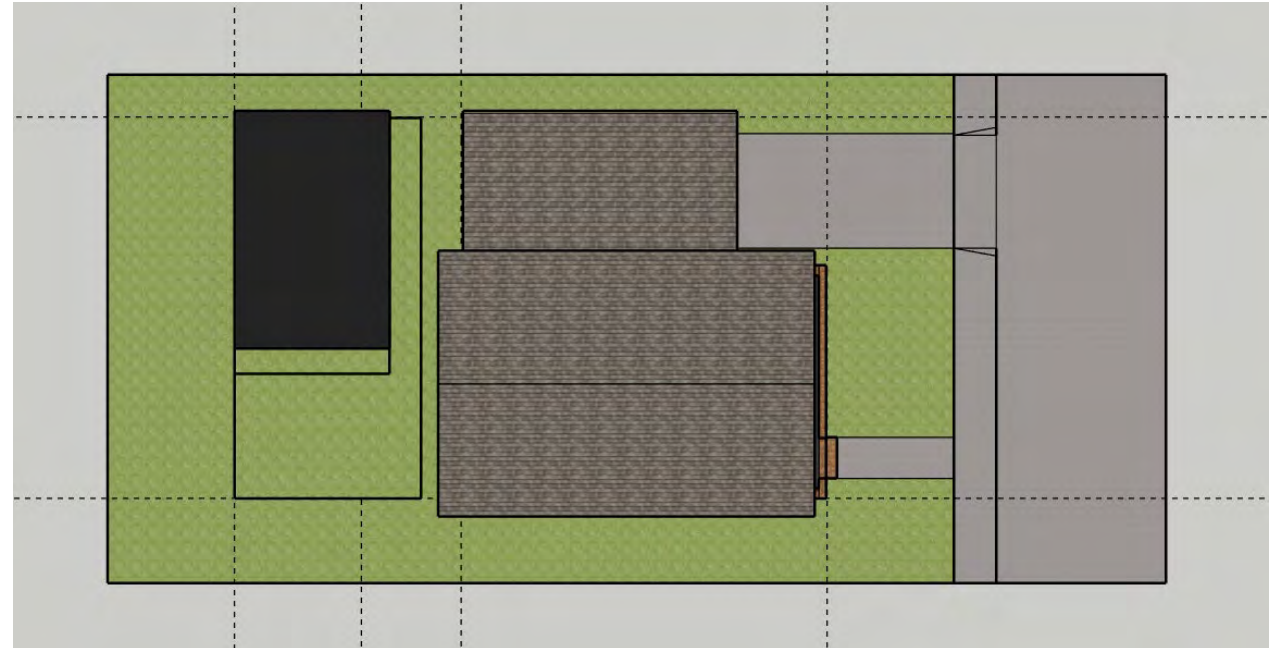
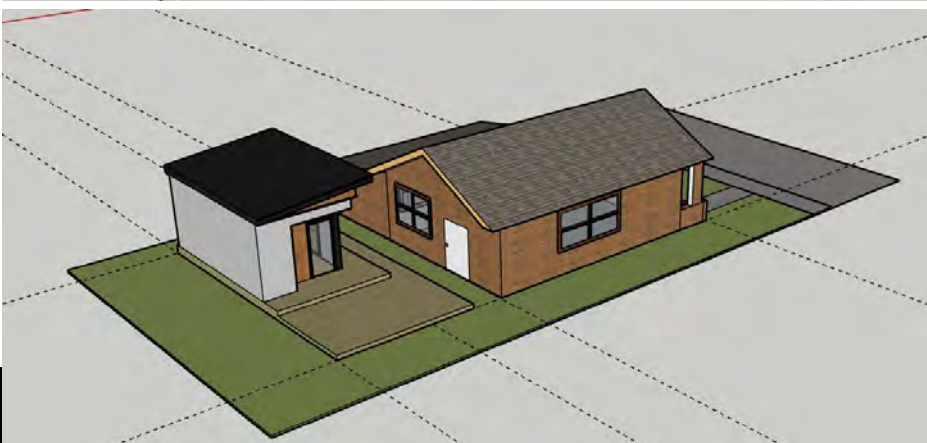
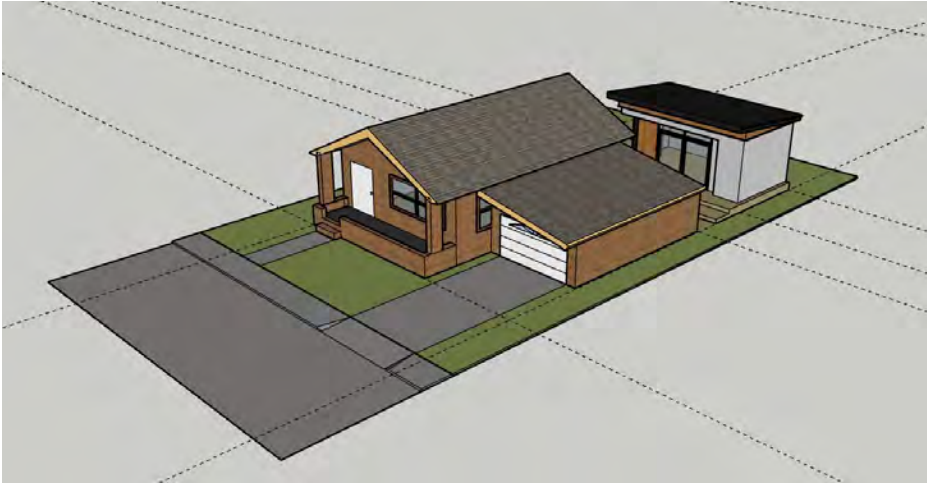
4. Improve privacy with structural solutions



- Survey reinforced peoples' concerns over privacy when it comes to backyard ADUs
- Limit heights to 18 feet at roof midpoint unless an ADU is being created within an existing single-family home without an addition (allows 1.5-story structures but limits full 2-story structures)
- Revise windows code to only allow windows above the first floor to face the front or interior of the lot

4. Improve privacy with structural solutions cont.

- Below – example detached ADU on 6,000 square foot lot with no windows along side or rear setbacks



5. Change size requirements for ADUs



- Under current code, ADUs can't be smaller than 300 square feet or larger than 800 square feet with exception for single story ADUs not in a basement
- Proposed changes would remove minimum size as long as building codes are met
- Also propose to increase maximum size to 1,000 square feet, which is in line with many other communities
- Propose to retain size adjustment for single-story ADUs if needed to match existing footprint

6. Make it easier to construct an ADU above an existing garage

- Under current code, height limit for detached ADUs can limit ability to build an ADU above a garage (16 feet for angled roofs and 12 feet for flat or mansard roofs)
- City and residents want to avoid full two-story ADUs above garages for privacy and light concerns
- Proposed 18-foot height limit regardless of roof type would allow 1 ½ story garages with an ADU on top but would generally limit full 2-story garage structures, which are 22-23 feet in height



7. Allow for existing accessory buildings to be retrofitted as ADUs

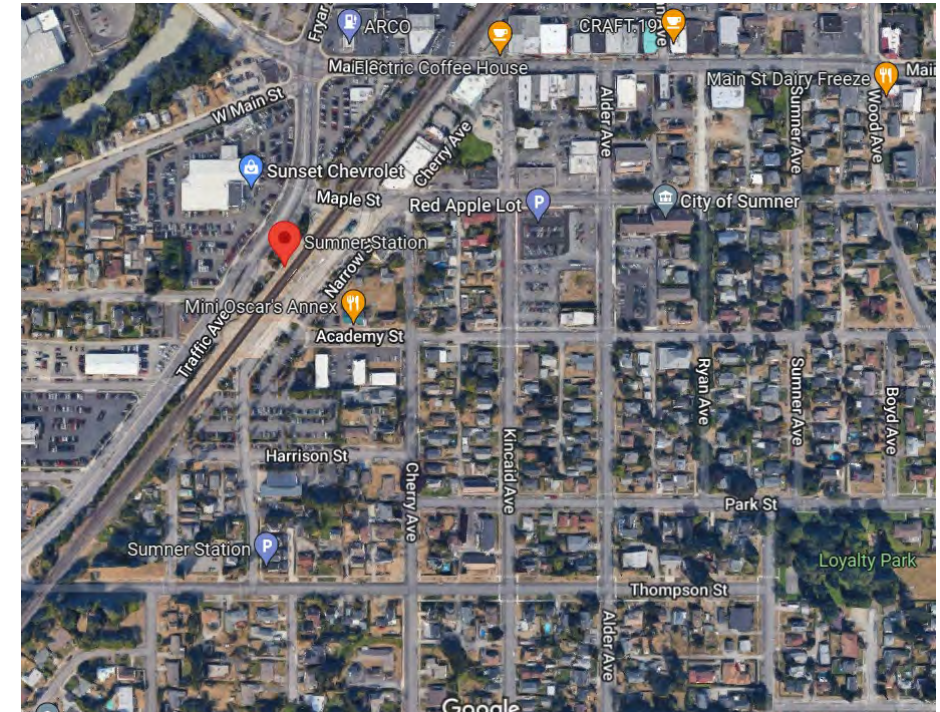
- Current setback rules make it difficult to convert many existing accessory structures, like a garage or shop, to an ADU
- Garages or shops may meet 3-foot setback requirements for accessory structures, but not the setbacks required for an ADU
- Proposed code changes would limit further encroachment into setbacks and would allow structures built before a certain point in time to be converted as long as the privacy performance standards in code are met



8. Reduce required number of parking spaces



- Current code requires one off-street parking space for a one-bedroom ADU and two for a two-or-more-bedroom ADU
- Proposed code would standardize this to one off-street parking space regardless of ADU size
- Also proposed to change single-family parking stall requirement so that only one of the two required spaces for a single-family home needs to be covered
- Also proposes to waive off-street parking requirement for ADUs within a half mile of Sumner Station if on-street parking is available



AUGUST 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6
6:00PM - Regular Council Meeting (Virtual/Chambers)	4:00 PM CANCELLED Public Works Committee (Virtual/FF Conf Room)	5:30PM Finance Committee (Virtual/FF Conf Room)	6:00PM Planning Commission (Virtual/Chambers)		
8	9	10	11	12	13
6:00PM Study Session (Virtual/Chambers)		5:30PM American Rescue Plan Committee (Virtual/FF Conf Room) 6:30PM CANCELLED Design Commission (Virtual/Chambers)	4:30PM CANCELLED Forestry/Parks Commission (Virtual/FF Conf Room)		
15	16	17	18	19	20
6:00PM Regular Council Meeting (Virtual/Chambers)		5:30PM Public Safety (Virtual/FF Conf Room)			
22	23	24	25	26	27
6:00PM Study Session (Virtual/Chambers)		5:00PM CD Committee (Virtual/FF Conf Room)	5:30PM Arts Commission (Virtual/FF Conf Room)		
29	30	31			

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

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