

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
City Council Regular Meeting Agenda
Study Session

7:00 p.m., Tuesday, January 22, 2012
Kenmore City Hall
18120 68th Avenue NE, Kenmore, WA 98028

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL MEETING TO ORDER

II. STUDY SESSION AGENDA

- A. Sound Cities Association (SCA) Update & Solid Waste ILA with King County
- Rob Karlinsey, City Manager, and Deanna Dawson, SCA Executive Director
 - Possible Action/Council Direction
- B. Republic Services Solid Waste Report - Rob Karlinsey, City Manager
 - Possible Action/Council Direction

III. COUNCILMEMBER COMMENTS/REPORTS

IV. ADJOURNMENT

Upcoming Meetings:

Friday, January 25 & Saturday, January 26, 2013 - City Council Retreat -
Harbor History Museum, Gig Harbor, WA

Monday, January 28, 2013 - City Council Regular Meeting - 7:00 p.m.

Monday, January 28, 2013 - Kenmore Transportation Benefit District Board Regular Meeting -
8:30 p.m. (following City Council meeting)

Monday, February 11, 2013 - City Council Regular Meeting - 7:00 p.m.



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: King County Solid Waste Interlocal Agreement Proposed Council Action/Motion: Approve a non-binding statement of intent to sign the amended and restated Solid Waste Interlocal Agreement with King County	For Council Meeting Agenda of: January 22, 2013 Department: City Manager's Office Prepared by: Rob Karlinsey To Be Presented By: Rob Karlinsey <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RYK</u> Exhibits/Attachments: See attached			
<table style="width: 100%;"><tr><td style="width: 33%;">Expenditure Required N/A</td><td style="width: 33%;">Amount Budgeted \$</td><td style="width: 33%;">Appropriation Required \$</td></tr></table>		Expenditure Required N/A	Amount Budgeted \$	Appropriation Required \$
Expenditure Required N/A	Amount Budgeted \$	Appropriation Required \$		
<u>INFORMATION/BACKGROUND:</u> King County and affected King County cities have been working together over the past two years to negotiate an extension of the Solid Waste Interlocal Agreement of 1988, which lasts through June 2028 and has been adopted by every City in King County, except Seattle and Milton. Extension of the agreement will allow for the financing of transfer station system improvements with long-term bonds of at least twenty years, as well as provide the opportunity to update the agreement. In mid-2012 negotiations stalled over environmental liability. Sound Cities Association (SCA) adopted liability principles, included in the attached Power Point presentation, which were subsequently agreed to by the King County Executive and which guided the last negotiations. Agreement has been reached between the County and cities on an Amended and Restated Solid Waste Interlocal Agreement (ILA), which was distributed to cities at the end of December for their review and approval by April 30, 2013. Amended and Restated Solid Waste Interlocal Agreement The Amended and Restated ILA updates many issues, including the following (ILA Term Sheet attached): • Extension of the term of the ILA; • Liability; • Governance; • Dispute Resolution; • Cedar Hills Landfill Rent; and • Host City Mitigation.				

I:/City Clerk/Agenda Items/Templates

IIA. Sound Cities Association (SCA) Update & Solid Waste ILA
with King County - Rob Karlinsey, City Manager, and Deanna

Key Improvements over the current ILA include the following:

Term: The ILA is extended 12.5 years, from June 2028 to the end of 2040. The ILA recognizes the need for solid waste transfer station improvements, which are being designed to last fifty years. Extension of the ILA will allow for longer-term bonds to finance these improvements, keeping solid waste rates lower. Estimated rate savings on debt from long-term bonds is \$7 to \$9 per ton, with system-wide savings of about \$4 million in the 2013/14 rate period.

Liability: Updates liability provisions to protect City and County general funds from environmental liability, per principles adopted by Sound Cities Association:

- Nothing in the agreement creates new environmental liability or releases any third party from environmental liability;
- Establishes a protocol for setting aside solid waste system funds to pay for environmental liability and, if necessary, a fair and equitable process for distributing funds; and
- Explicitly recognizes the intent of the parties to protect City and County general funds to the extent possible from environmental liability, including:
 - Purchasing insurance;
 - Establishing an environmental reserve fund;
 - Pursuing grants to cover costs; and
 - Developing a financial plan, including a rate schedule to cover costs.

Governance: Formalizes and increases City role in solid waste system planning. The Metropolitan Solid Waste Advisory Committee (MSWAC) is memorialized in the ILA; this committee is currently established in the King County Code, but not in the current ILA. A framework is established for reviewing financial policies and long-term disposal options upon the closure of the Cedar Hills Landfill (2025 is the earliest anticipated closure of Cedar Hills). The policy role of the Regional Policy Committee as provided by the King County Charter is retained.

Dispute Resolution: Adds new dispute resolution section with more standard provisions, similar to those used in other multi-party agreements with the County, including non-binding mediation.

Cedar Hills Landfill Rent: Provides for the payment of rent for the use of the Cedar Hills Landfill and the process for establishing rent, including City input and appraisals to guide the establishment of rent.

Mitigation: Adds new mitigation provisions for host and neighboring cities, guided by principles adopted by Sound Cities Association and in accordance with state law. These provisions acknowledge that solid waste facilities are regional facilities, host and neighboring cities may sustain impacts and three types of mitigation are identified to mitigate impacts of these facilities.

King County distributed the Amended and Restated ILA at the end of 2012. The County has requested from cities a non-binding statement of interest in signing the ILA by January 31, 2013 as the County must issue bonds in February to finance the new Bow Lake Transfer Station, since short-term financing expires next month.

FISCAL CONSIDERATION:

Being part of the extended interlocal will potentially result in a reduction in landfill fees per ton. See the "Rate Differences . . ." sheet in the attached packet.



King County

Department of Natural Resources and Parks
Solid Waste Division

December 28, 2012

TO: The Honorable David Baker, Mayor
City of Kenmore

RE: Request for Non-Binding Statement of Interest in signing an Amended and Restated Solid Waste Interlocal Agreement by January 31, 2013

We are requesting a non-binding statement from each City as to whether you are interested in signing the *Amended and Restated Solid Waste Interlocal Agreement*. To accomplish this, we are asking that a representative of the City complete the form below, indicating which option best reflects the City's position at this time, and email it to me by close of business January 31, 2013. Again, this is non-binding, but will assist the County in planning.

Please respond by completing the information below:

City of Kenmore Non-Binding Statement of Interest with Respect to Entering into the Amended and Restated Solid Waste Interlocal Agreement.

☐

It is **likely** that my City will sign the Amended and Restated Solid Waste Interlocal Agreement.

☐

It is **not likely** that my City will sign the Amended and Restated Solid Waste Interlocal Agreement.

My Name/Title: _____ Date: _____

If you have any questions about the attached materials, please call or email me at 206-296-4385 or pat.mclaughlin@kingcounty.gov.

cc: Fred Stouder, City Manager, City of Kenmore
Janice Gates, Admin. Asst. to City Manager, City of Kenmore
Teresa McAllister, Office Asst. II, City of Kenmore
Deanna Dawson, Executive Director, Suburban Cities Association
Diane Carlson, Director of Regional Initiatives, King County Executive Office
Christie True, Director, Department of Natural Resources & Parks (DNRP)
Kevin Kiernan, Assistant Division Director, Solid Waste Division (SWD), DNRP
Diane Yates, Intergovernmental Liaison, SWD, DNRP



King County

Solid Waste Division

Department of Natural Resources and Parks

King Street Center
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

206-296-6542 Fax 206-296-0197
TTY Relay: 711

December 28, 2012

The Honorable David Baker
Mayor, City of Kenmore
PO Box 82607
Kenmore, WA 98028

Dear Mayor Baker:

With this letter I am transmitting to you the *Amended and Restated Solid Waste Interlocal Agreement* (new ILA) for your review and approval. As you may know, King County (County) and the Metropolitan Solid Waste Management Advisory Committee have been working together over the past two years to extend the *Solid Waste Interlocal Agreement of 1988* (original ILA), which your City has signed. After intensive negotiations, a team of City and County representatives has reached agreement on a new ILA that will foster cooperation in our regional solid waste system. This agreement extends the original ILA by 12.5 years, from June 2028 through December 2040, which will keep rates lower by allowing for longer-term bonding for capital projects.

The new ILA includes several significant enhancements over the original ILA. It deals much more effectively with liability, establishing a protocol for payment of Environmental Liabilities, if and when they arise, including insurance and reserves. The intent to protect both City and County general funds from Environmental Liabilities to the greatest extent feasible is explicit. Other improvements over the original ILA include:

- Commitment to the continued involvement of the Metropolitan Solid Waste Advisory Committee (MSWAC)
- An expanded role for Cities in system planning, including long-term disposal alternatives and in establishing financial policies
- A dispute resolution process, which includes non-binding mediation
- An acknowledgment that solid waste facilities are regional facilities and host cities and neighboring cities may receive mitigation for impacts

Also included with this transmittal is a non-binding statement of interest. We are requesting this non-binding statement from each City as to whether you are interested in signing the new ILA.



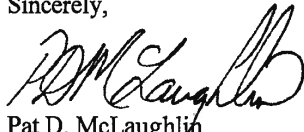
The Honorable David Baker
December 28, 2012
Page 2

To accomplish this, we are asking that you complete the attached form, indicating which option best represents your City's position at this time and email it to me by close of business January 31, 2013. Again, this is non-binding, but will assist the County in planning.

In order to develop, in collaboration with MSWAC, financial policies that will affect the next rate study, the County needs each City to act on the ILA by April 30, 2013. Briefing materials to assist you in making a decision can be found here [City ILA Briefing Package](#). Upon request, we would be happy to provide briefings to you, your City Council, or staff.

If you have any questions or would like to schedule a briefing, please call or email me at 206-296-4385 or pat.mclaughlin@kingcounty.gov.

Sincerely,



Pat D. McLaughlin
Division Director

Enclosure

cc: Fred Stouder, City Manager, City of Kenmore
Janice Gates, Admin. Asst. to City Manager, City of Kenmore
Teresa McAllister, Office Asst. II, City of Kenmore
Deanna Dawson, Executive Director, Suburban Cities Association
Diane Carlson, Director of Regional Initiatives, King County Executive Office
Christie True, Director, Department of Natural Resources & Parks (DNRP)
Kevin Kiernan, Assistant Division Director, Solid Waste Division (SWD), DNRP
Diane Yates, Intergovernmental Liaison, SWD, DNRP

Solid Waste Interlocal Agreement between King County and Cities

Regional Policy Committee

December 12, 2012

Background/History:

- 2010-2012: ILA Drafting Committee updates ILA incorporating MSWMAC recommendations; Negotiations stalled over environmental liability
- July 2012: RPC briefed on status
- August 15, 2012: SCA adopts liability principles
- October 2012: City/County team convenes to restart discussions
- December 2012: ILA drafting complete, final review underway

SCA Principles: Environmental Liability

Principles on liability were adopted by the SCA Board on August 15, 2012:

- SCA believes that solid waste system costs, which includes liability, should be funded by the utility;
- The solid waste interlocal agreement (ILA) between King County and participating cities should fairly allocate risk between both the cities and the county and should, to the greatest extent possible, protect both the county's general fund and cities' general funds against liability for cleanup claims arising at Cedar Hills Landfill;
- Neither party should receive priority in terms of the use of grant funds, insurance proceeds, reserve funds, or disposal rates to satisfy environmental liability;
- The ILA should establish that grant funding, if available, and disposal rates shall be used to set up a line of first defense to protect both the county's general fund, and the cities' general fund.
- The ILA should provide that:
 - The county will purchase and maintain liability insurance using disposal rates to cover liability arising out of the Cedar Hills Landfill, if such insurance is available under commercially reasonable terms and conditions. Said insurance shall cover both the county, and the cities;
 - The county will establish and maintain a reserve fund from disposal rates to cover both the city and the county for liability not covered by insurance. The county shall consult with the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) as to the amount of the reserve fund;
 - In the event that liability for cleanup exceeds the funds available through the insurance and reserve fund, disposal rates should be used to cover both county and city liability to the fullest extent legal and feasible.

Goals for an New ILA

- Extension to allow long-term financing to keep rates lower
- Protect City and County general funds from long-term environmental liability
- Provide long-term system stability
- Update to be consistent with current conditions and laws

Key Improvements Over Current ILA

- Extends ILA 12.5 years, through December 2040
- Updates liability section guided by principles from Sound Cities Association (SCA)
- Expands City role in System planning
- Adds new mitigation section guided by principles from SCA
- Adds new dispute resolution section

Key Improvements Over Current ILA: Environmental Liability

- Nothing in the agreement creates new environmental liability or releases any third party from environmental liability
- Establishes a protocol for setting aside funds to pay for environmental liability and, if necessary, a fair and equitable process for distributing those funds
- Explicitly recognizes the intent of the parties to protect City and County general funds to the extent possible from environmental liability, including:
 - Purchasing insurance
 - Establishing an environmental reserve fund
 - Pursuing grants to cover costs
 - Developing a financial plan, including a rate schedule to cover costs

Key Improvements Over Current ILA: Governance

- Metropolitan Solid Waste Advisory Committee (MSWAC) memorialized in ILA
- Maintains consistency with role of the RPC as provided by the King County Charter
- Increased City role in System planning, including a framework for reviewing financial policies and long-term disposal options
- Dispute resolution provisions
- Mitigation for host and neighboring Cities

The Transfer System

- ILA recognizes the need for transfer system improvements
- The parties determined that an extension of the ILA will facilitate long-term financing of those improvements while mitigating rate impacts – longer-term bonds will keep rates lower
- Allows for long-term financing for the adopted Transfer System Plan and recognizes that the Plan can be modified

Benefits of New ILA

- Rate savings of \$7 to \$9 per ton on debt
- Savings of about \$4 million in the 2013/14 rate period and over \$8 million per year by 2019
- Long-term protection for City and County general funds from environmental liability
- Expanded City role in system planning, including financial policies and long-term disposal options
- City mitigation for transfer facilities
- Long-term stability in planning and financing of solid waste system for residents and businesses

Next Steps

- City attorneys reviewing agreement and briefing City staff
- County distributes proposed agreement by end of December
- County requests a non-binding statement of interest in signing new ILA from Cities by January 31, 2013
- Executive transmits City approved ILAs to County Council February 14, 2013

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

Overview

These briefing materials are intended to provide information to assist in Cities' review of the *Amended and Restated Solid Waste Interlocal Agreement* (new ILA). The County and the Metropolitan Solid Waste Management Advisory Committee have been working together over the past two years to extend the *Solid Waste Interlocal Agreement of 1988* (original ILA), which every City in King County, excluding Seattle and Milton, has signed. After intensive negotiations, a team of City and County representatives has reached agreement on a new ILA that will foster cooperation in our regional solid waste system. This agreement extends the original ILA by 12.5 years, from June 2028 through December 2040, which will keep rates lower by allowing for longer-term bonding for capital projects.

The new ILA includes several significant enhancements over the original ILA. It deals much more effectively with liability, establishing a protocol for payment of Environmental Liabilities, if and when they arise, including insurance and reserves. The intent to protect both City and County general funds from Environmental Liabilities to the greatest extent feasible is explicit. Other improvements over the original ILA include:

- Commitment to the continued involvement of the City advisory group, renamed the Metropolitan Solid Waste Advisory Committee (MSWAC)
- An expanded role for Cities in system planning, including long-term disposal alternatives and in establishing financial policies
- A dispute resolution process, which includes non-binding mediation
- An acknowledgment that solid waste facilities are regional facilities and host cities and neighboring cities may receive mitigation for impacts

The County is asking each City to provide a **non-binding statement of interest that indicates likely participation in the new ILA by January 31, 2013**. This information will be helpful to the County as it moves forward with a variety of planning efforts.

By mid-2014, the Solid Waste Division will propose rates for the 2015/16 rate period. Financial policies developed in collaboration with MSWAC will inform the rate study. To allow sufficient time to develop those policies, the County needs each City to **act on the ILA by April 30, 2013**.

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

ILA Term Sheet

- Accountability
- Durability: address long-term needs
- Transparency
- Simplicity

Part I: Contract Term, Capital Financing, and Ability to Terminate Agreement in Advance	
Contract Term	ILA is extended 12.5 years, through December 2040. As of June 2012, there would be 28.5 years remaining on the contract.
Bond Term How long could the financing term be for bonds funding the Transfer Station improvement plan?	20 to 28 years, depending on when each series of bonds to finance the transfer station projects is issued.
Disposal Fees (tonnage rates)	Significantly lower cost per ton is possible as compared to the “no extension” option The longer the term, the higher the total price paid for the improvements (more interest paid).
Negotiated ILA Extension	An ILA extension is likely to be necessary at some point during the term of the amended ILA in order to accommodate a cost-effective long-term disposal solution after Cedar Hills closes. The ILA will include language describing the parties’ intent to enter into negotiations to extend the ILA before Cedar Hills closes, but after such time as the region has made a decision on the long-term disposal option; that decision will require amending the Comprehensive Solid Waste Management Plan (CSWMP). The parties could choose to begin the negotiations before ratification of the CSWMP amendment is complete. The amended ILA cannot compel either party to agree to a future extension of the term.
If Cedar Hills closes on schedule (2025), what happens if the ILA is <u>not</u> extended again?	The County would have to provide disposal at another location for 15 years (2025 through 2040). The City will continue to be part of the County system during that time. This is a relatively short time period and as a result the assumption is that costs would likely be considerably more expensive than disposal at Cedar Hills.
Early Termination Will cities have the ability to terminate the ILA early?	No. If a city has the ability to terminate the ILA early, the County will, in exchange, need to be able to recoup from that city, at a minimum, all the debt service costs associated with the terminating city’s share of the transfer station system upgrades. Not included because the cost of prepaying debt service for a city’s share of transfer station system improvements is likely to be so expensive that no city would choose

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

ILA Term Sheet

	to exercise this option. It would imply the city would prepay for a 50-year asset after a few years, and, the terminating city would not be assured of having access to the system assets after leaving.
What if some cities don't agree to extend the ILA?	Non-extending cities would be in a different customer class than extending cities. Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7-\$9 per ton higher than for cities extending the ILA.
Part 2: Governance	
Cities Advisory Committee	The Cities advisory committee (MSWMAC) is memorialized within the ILA as the Metropolitan Solid Waste Advisory Committee (MSWAC). Its structure and operations are no longer controlled by County Code. It has the same composition, same rules as today: • Each city may appoint a delegate and alternates to MSWAC. • MSWAC retains its existing responsibilities. • MSWAC will elect a chair and vice-chair, and adopt its own bylaws. • MSWAC will be staffed by the County. • MSWAC remains an advisory body. It will coordinate with the Solid Waste Advisory Committee (SWAC) and provide advice to SWAC as it deems appropriate. MSWAC will also provide recommendations to the County Executive, County Council, and other entities. The County agrees to consider and respond on a timely basis to questions and issues from MSWAC, including but not limited to development of efficient and accountable billing practices.
Regional Policy Committee (RPC)	The role of the RPC is not affected by the amended and restated ILA. The RPC will retain its current charter role in acting on Comprehensive Solid Waste Management Plan (CSWMP) amendments and financial policies. Its existing responsibilities as the Solid Waste Interlocal Forum will continue through the end of the current ILA in June 2028. After 2028 those responsibilities will go to the RPC.
Part 3: Comprehensive Solid Waste Management Plan	
Process The CSWMP is reviewed and amended as needed. Several years before the Cedar Hills Landfill closes, the CSWMP will be amended to include language defining the regional disposal option.	The ILA will confirm current practice that the County Council acts to approve the CSWMP <i>subject to ratification</i>, in the same way that Countywide Planning Policies are now first approved by the County and then subject to ratification. The County will act after seeking input from MSWAC, among others. Once the County action is effective, the ratification period would run for 120 days.

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

ILA Term Sheet

Ratification Requirement The current ILA requires that jurisdictions representing 75% of the contract city population must approve CSWMP changes. The 75% is determined based on those cities taking a position.	The negotiating team considered modifying the ratification requirement. Because of the difficulties of administering two different ratification processes if some cities extend and others do not, the current process was left unchanged. It has been used several times over the term of the agreement without significant problems.
Part 4: Other Issues	
Parties Obligations to Communicate	The parties will endeavor to notify each other in the event of the development of any plan, contract, dispute, use of environmental liability funds or other solid waste issue that could have potential significant impacts on the City and/or Cities, the County and/or the regional solid waste system.
Emergency Planning	The County and the cities will coordinate on the development of emergency plans related to solid waste, including but not limited to debris management.
Grants	The ILA will include a provision confirming that grants to cities in support of programs that benefit the Solid Waste system are a permissible use of system revenues.
Mitigation	The ILA will acknowledge that solid waste facilities are regional facilities and host cities and neighboring cities may sustain impacts for which there are three types of mitigation: 1. When new facilities are sited, or existing facilities are reconstructed, mitigation will be determined with advance input from host communities and neighboring cities, and per state law. The County will collaborate with potential host cities and neighboring cities in advance of both the environmental review and permitting processes, including seeking advance input from such cities as to potential impacts that should be addressed in scoping of environmental studies/documents, or in developing permit applications. 2. With respect to existing facilities, the County will continue the full range of operational mitigation activities required under law (odor and noise control, maintenance, litter cleanup, etc.). 3. The ILA will recognize the rights of cities to charge the County for direct impacts from operations consistent with State law (RCW 36.58.080). Cities that believe they are entitled to such mitigation may request the County undertake technical studies to determine the extent of such impacts; the County will undertake analysis it determines is reasonable and appropriate. The costs of such studies will be System costs. Dispute resolution would occur per the state statute provision, rather than the ILA dispute resolution provisions. Cities retain their full regulatory authority with respect to design, construction or operation of facilities within their jurisdiction.

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

ILA Term Sheet

Cedar Hills Landfill Rent The County began leasing the Cedar Hills Landfill from the state in 1960 at a time when the solid waste function was still part of County General Fund operations. Throughout the '60s, '70s and into the '80s, the solid waste system was operated as part of the General Fund through a mix of County General Fund monies and solid waste fees. In 1983, the County formally began the effort to transform the solid waste system from a General Fund operation to a self-sustaining utility enterprise, fully funded from system revenues-- primarily tipping fees charged at the Cedar Hills Landfill. The Landfill was acquired by the General Fund from the state in 1992 and remains a General Fund asset. The General Fund began charging the Division for the use of this asset in 2004.	The ILA will acknowledge that rent is charged to the Division for use of the Cedar Hills Landfill, and clarify how the rent will be determined. The County will continue to charge the Solid Waste System rent for use of the Cedar Hills Landfill. The Landfill is a General Fund asset. The ILA will ensure that Landfill rent will be based on third party professional valuations using accepted MAI valuation principles. Cities will have input into the selection of the appraiser and will have an opportunity to review and comment on data inputs provided by the System to the appraiser for purposes of conducting the appraisal. The December 2011 appraisal setting the rent value for the period from 2013 through 2025 (the current estimated end of the Landfill's useful life) will be adjusted downward to ensure that the System is not charged for Landfill capacity that was included and paid for by the System per the previous (2004) appraisal. The same adjustment will be made with respect to any future appraisal. The ILA will define a clear process by which the value of Cedar Hills to the Division, and the associated rent, may be revalued during the Agreement, and will ensure engagement of MSWAC in that process. Rent costs are an operating cost to the Division that will be incorporated into solid waste rates. MSWAC will have input on all rate proposals, as well as the specific schedule of rent payments derived from the new appraisal. The County will commit to not charge General Fund rent for any transfer station property now in use, and will not charge General Fund rent for assets acquired in the future solely from System revenues. Assets owned by other County funds (e.g., the Roads Division, or other funds) will be subject to rent (and vice versa). Any revenue generated from System owned assets will be treated as revenues of the System.
Financial Policies	The County will develop financial policies to guide the Division's operations and investments. The policies will address debt issuance, cost containment, reserves, asset ownership and use, and other financial issues. The policies will be developed through discussion with MSWAC, RPC, the County Executive and the County Council. Such policies will periodically be codified at the same time as CSWMP updates, but may be adopted from time to time as appropriate outside the CSWMP update cycle.
Dispute Resolution	The ILA will replace the current dispute resolution provisions involving State DOE (State DOE is not willing to serve the role ascribed to it in the current ILA) with more standard provisions, similar to those used in other multi-party County ILAs. In event of a dispute, the first step will be for staff from the parties to meet. If the issue is not resolved, then the City Manager/Administrator from the city(ies) and the County Executive will meet. If the issue is still not resolved, non-binding mediation may be pursued if any party so chooses, prior to pursuing formal legal action. All cities will be notified of disputes at each step, and may join the dispute if they so choose. Costs of mediation will be split, with the cities (all those participating in the matter) paying half of the costs and the County paying half of the costs.

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

ILA Term Sheet

Liability	SCA Principles as agreed to by Executive Constantine form the basis for the Environmental Liability section. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates. A protocol for payment of liabilities if and when they arise is established including: • Insurance, if commercially available with cities as additional insured • Any reserves established for environmental liability shall survive for 30 years after the closure of the Cedar Hills Landfill. • Grants to the extent available • Developing a financial plan including a rate schedule in consultation with MSWAC Specific language is included indicating it is the intent of the parties to protect their general funds from Environmental Liabilities to the greatest extent feasible.
Severability	Team agreed not to include a severability section. Effect is that in the event one section of the contract is found to be invalid the Parties will need to meet to discuss how to remedy the issue
Survivability	No obligations of the agreement shall survive the expiration of the contract except portions of the liability section including: • A three year obligation for tort related operational liability • Any insurance in effect at the end of the agreement shall continue for the term of the policy • Reserve fund is retained for 30 years following Cedar Hills closure
Flow Control	Language in Section 6.2 is simplified to state "The City shall cause to be delivered to the County disposal system..." It does not specify what means the City shall use to accomplish this.
County Commitment to Transfer Station Plan	Section 6.1.g is amended to state "The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan <i>and the Solid Waste Transfer and Waste Management Plan as adopted...</i>"
Long-Term Bonds	Section 6.1.f includes "The County shall primarily use long term bonds to finance transfer system improvements." This recognizes that in the past these improvements have been partially funded by cash. This section also includes a commitment to develop, through discussions with MSWAC, financial policies.

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***
Solid Waste Governance

	Solid Waste Advisory Committee	Metropolitan Solid Waste Advisory Committee	Solid Waste Interlocal Forum
Basis	RCW 70.95; KCC 10.28	Amended and Restated Interlocal Agreement	Forum Agreement (Addendum to 1988 ILA)
Appointment	Executive appoints; Council confirms	Cities appoint	County Council and Sound Cities Association appoint
Membership	Interested citizens; local elected officials; waste management industry; recycling industry; labor; public interest groups; marketing interests	Cities – staff, elected officials and consultants	Regional Policy Committee members excluding City of Seattle representatives
Advises	King County	King County Executive and Council, Solid Waste Division, Solid Waste Advisory Committee, Solid Waste Interlocal Forum and Regional Policy Committee	King County Executive and Council, and other jurisdictions
Duties	Advise King County on all aspects of solid waste management planning; assist in development of programs and policies concerning solid waste management	Advise the King County Executive and Council, Solid Waste Division, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning	Advise the King County Executive and Council, and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning

Rate Differences Between the Solid Waste Interlocal Agreement of 1988 and the Amended and Restated Solid Waste Interlocal Agreement

The chart below compares estimated fees for Cities that choose to remain with the original 1988 ILA that expires in 2028 and those Cities that choose to sign the new ILA that expires in 2040.

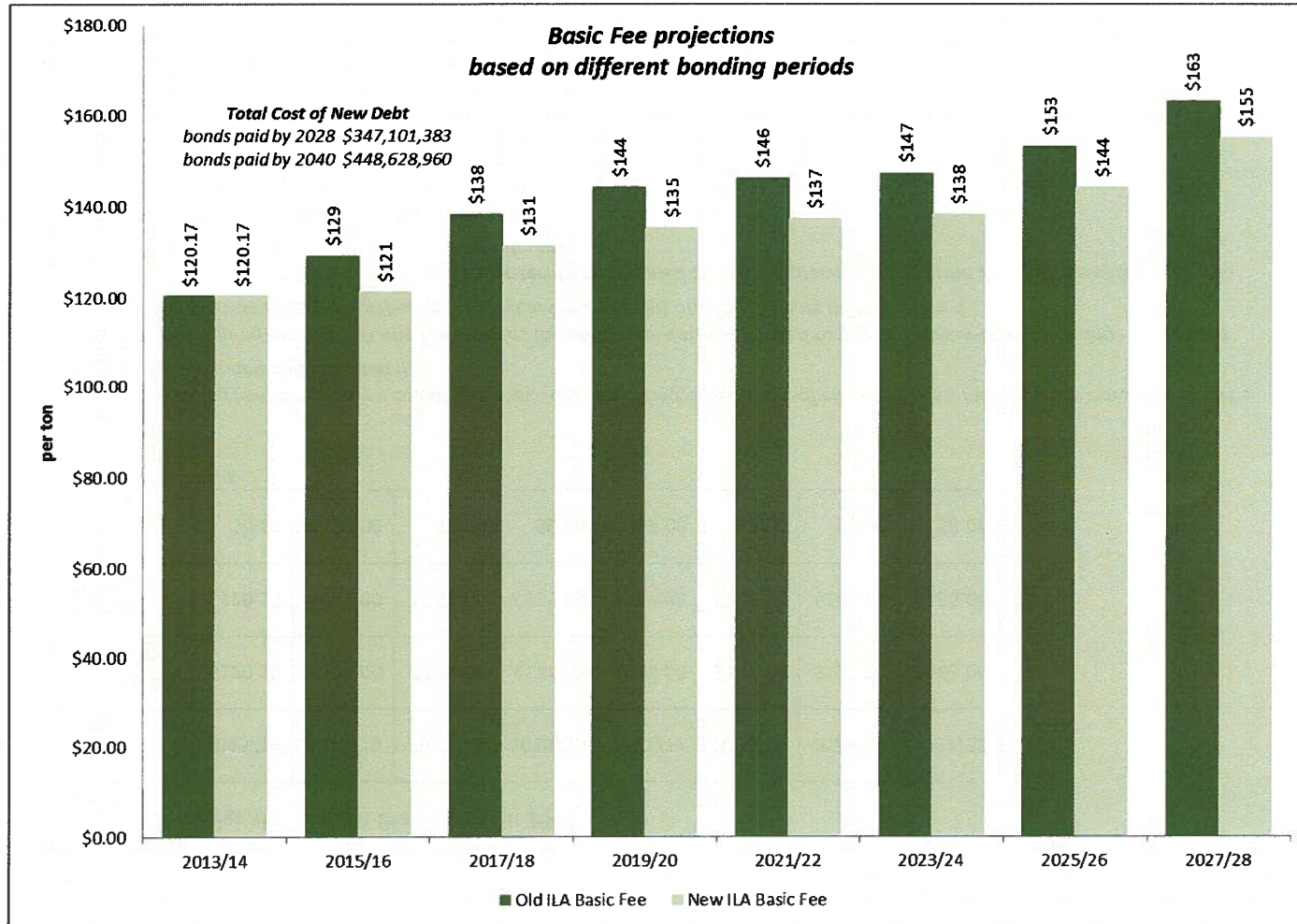
	2013/14	2015/16	2017/18	2019/20	2021/22	2023/24	2025/26	2027/28
Original ILA Basic Fee	\$120.17	\$129.00	\$138.00	\$144.00	\$146.00	\$147.00	\$153.00	\$163.00
New ILA Basic Fee	\$120.17	\$121.00	\$131.00	\$135.00	\$137.00	\$138.00	\$144.00	\$155.00
Difference	\$0.00	\$8.00	\$7.00	\$9.00	\$9.00	\$9.00	\$9.00	\$8.00

See chart on page 2.

Notes:

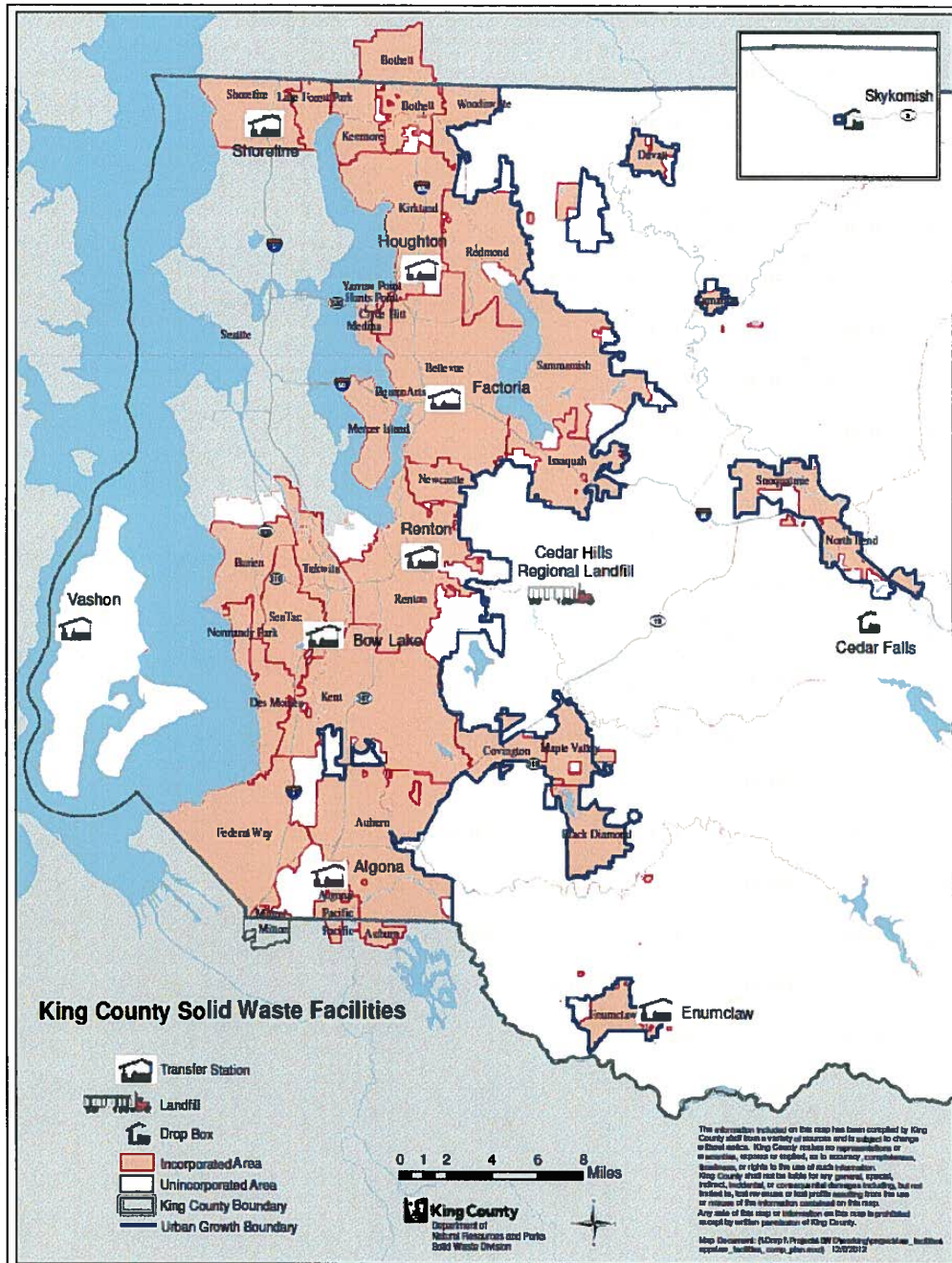
- *This is a planning level projection - actual fees may vary depending on a variety of circumstances, including the exact mix of Cities signing the Amended and Restated ILA*
- *For Cities not signing the new ILA, the fee includes the additional amount needed to pay for shorter-term financing - estimated fees assume interest rates for borrowing for 15 years at 2 percent and for 28 years at 3.25 percent*
- *New ILA 2015/16 fee reflects savings for longer-term bonds issued during the previous period (the 2013/14 fee of \$120.17 was based on an assumption of issuing shorter term bonds)*
- *Estimated fees are rounded to the nearest dollar*
- *Estimated fees differ from the 2012 Rate Study because assumptions for inflation and interest rates have been updated*
- *Fee estimates are based on current forecasts for tonnage, interest rates, inflation, transfer system improvements, etc.*
- *Operating expenses (labor costs, fuel, etc.) are assumed to increase at rate of inflation based on the King County Economic Forecast Council's August 2012 Seattle Annual CPI-U Forecast*

Rate Differences Between the Solid Waste Interlocal Agreement of 1988 and the Amended and Restated Solid Waste Interlocal Agreement



**Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities**

System Map



King County Solid Waste Division

December 21, 2012

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

Frequently Asked Questions

1. *What is the timeframe for Cities to adopt the new ILA?*

By mid-2014 the Solid Waste Division will propose rates for the 2015/16 rate period. Financial policies developed in collaboration with the Metropolitan Solid Waste Advisory Committee will inform the rate study. To allow sufficient time to develop those policies and complete the rate study, the County needs each City to act on the ILA by April 30, 2013.

2. *What is the purpose of the non-binding statement of interest?*

The County is asking each City to provide a non-binding statement of interest that indicates likely participation in the new ILA by January 31, 2013. This information will be helpful to the County as it moves forward with a variety of planning efforts, including updating the Draft Comprehensive Solid Waste Management Plan.

3. *What are the capital project financing needs in 2013 and 2014?*

Presently, the division has \$75 million in Bond Anticipation Notes (BANs) that will expire on February 28, 2012. Those BANs will be converted to long-term bonds. Later in 2013, an additional \$13 million will be required for anticipated capital project expenditures. In 2014, it is anticipated that \$35 million will be needed.

4. *How does City participation in the new ILA affect capital project financing?*

Financing for transfer system capital improvements will be primarily by long-term bonds. Ensuring adequate revenue to repay the bonds is critical and that revenue is directly dependent on City participation in the system. If enough cities sign the extended ILA, the County will issue bonds of 20 years or longer (out to 2040), which will mean lower per ton fees. Conversely, if cities do not choose to extend the ILA, bonds will only be issued out to 2028, which will increase rates. A mix of longer and shorter bonds may be possible if some cities extend the ILA and others do not.

5. *What are the implications for a City that chooses not to sign the new ILA?*

Cities that choose to remain with the original ILA that expires in 2028 will pay rates that include the additional amount needed to pay for the shorter bonds. The additional amount will be in the range of \$7 to \$9 per ton. Cities that choose to remain with the original ILA will also not receive the benefits of the new ILA, including those related to potential environmental liability.

6. *How long do cities have to adopt the new ILA?*

In order to move forward with development of financial policies that will inform the 2015/16 rate period and other planning efforts, the County needs each City by April 30, 2013 to decide whether to sign the new ILA.

7. *How would insurance coverage and liability reserves be established?*

The insurance coverage and liability reserves provided for under the new ILA would be established based on what is commercially available and determined appropriate in consultation with the Metropolitan Solid Waste Advisory Committee (MSWAC - note that the name of this committee changes in the new ILA from the Metropolitan Solid Waste Management Advisory Committee or MSWMAC).

***Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities***

Frequently Asked Questions

8. Does this ILA lock Cities into the current Transfer System Plan?

No. In the new ILA the County commits to provide facilities and services pursuant to adopted plans. The ILA also acknowledges that plans for transfer station improvements may be modified.

9. How does the ILA relate to the comprehensive solid waste management plan?

The ILA provides a framework for Cities and the County to work collaboratively to maintain and update the comprehensive solid waste management plan and for adoption of the plan. Specific policies, plans, and strategies are not included in the ILA.

10. What about disposal after Cedar Hills closes?

The ILA provides a framework for Cities and the County to plan for disposal post-Cedar Hills. At least seven years before the date that the landfill is projected to close, the County will seek advice and input from MSWAC and others on disposal alternatives.

11. Does the new ILA address Cedar Hills landfill rent?

The ILA establishes a clear process for rent for Cedar Hills, limiting when rental payments can be changed, requiring a certified appraisal process be followed, and seeking review and comment from the Cities. It clearly states that the solid waste system shall not pay rent to the general fund for use of other county properties for transfer stations.

12. What if my City has more questions about this new ILA?

If you have any questions or would like to schedule a briefing, please call or email Pat McLaughlin at 206-296-4385 or pat.mclaughlin@kingcounty.gov.

AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT

This Amended and Restated Solid Waste Interlocal Agreement ("Agreement") is entered into between King County, a political subdivision of the State of Washington and the City of _____, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. ~~This agreement~~ Collectively, the County and the City are referred to as the "Parties." This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: ~~Motion~~ Ordinance No. _____

City: _____

PREAMBLE

A. _____ This Agreement is entered into pursuant to ~~Chapter~~ chapter 39.34 RCW for the purpose of extending, restating and amending the Solid Waste Interlocal Agreement between the Parties originally entered into in _____ (the "Original Agreement"). The Original Agreement provided for the cooperative management of ~~solid waste~~ Solid Waste in King County. ~~It is the intent for a term of the parties to work forty (40) years, through June 30, 2028. The Original Agreement is superseded by this Amended and Restated Agreement, as of the effective date of this Agreement. This Amended and Restated Agreement is effective for an additional twelve (12) years through December 31, 2040.~~

B. The Parties intend to continue to cooperatively in establishing a solid waste management plan manage Solid Waste and to work collaboratively to maintain and periodically update the existing King County Comprehensive Solid Waste Management Plan (Comprehensive Plan) adopted pursuant to Chapterchapter 70.95 RCW and with emphasis on:

The Parties continue to support the established priorities for solid waste management of waste reduction, waste recycling, energy recovery or incineration, and landfilling. The parties particularly support waste reduction and recycling and shall cooperate to achieve the goals established by the comprehensive solid waste management plan.

C. ———The parties acknowledge their intent of Waste Prevention and Recycling as incorporated in the Comprehensive Solid Waste Management Plan, and to meet or surpass applicable environmental standards with regard to the solid waste system. Solid Waste System.

D. The partiesCounty and the Cities agree that equivalentSystem-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates;

E. The County, as the service provider, is in the best position to steward funds System revenues that the County and the Cities intend to be available to pay for environmental liabilities; and

F. The County and the Cities recognize that at the time this Agreement goes into effect, it is impossible to know what the ultimate environmental liabilities could be; nevertheless, the County and the Cities wish to designate in this Agreement a protocol for the designation

and distribution of funding for potential future environmental liabilities in order to protect the general funds of the County and the Cities.

G. The County began renting the Cedar Hills Landfill from the State of Washington in 1960 and began using it for Disposal of Solid Waste in 1964. The County acquired ownership of the Cedar Hills Landfill from the State in 1992. The Cedar Hills Landfill remains an asset owned by the County.

H. The Parties expect that the Cedar Hills Landfill will be at capacity and closed at some date during the term of this Agreement, after which time all Solid Waste under this Agreement will need to be disposed of through alternate means, as determined by the Cities and the County through amendments to the Comprehensive Solid Waste Management Plan. The County currently estimates the useful life of the Cedar Hills Landfill will extend through 2025. It is possible that this useful life could be extended, or shortened, by System management decisions or factors beyond the control of the Parties.

I. The County intends to charge rent for the use of the Cedar Hills Landfill for so long as the System uses this general fund asset and the Parties seek to clarify terms relative to the calculation of the associated rent.

J. The County and Cities participating in the System have worked collaboratively for several years to develop a plan for the replacement or upgrading of a series of transfer stations. The Parties acknowledge that these transfer station improvements, as they may be modified from time-to-time, will benefit Cities that are part of the System and the County. The Parties have determined that the extension of the term of the Original Agreement by twelve (12) years as accomplished by this Agreement is appropriate in

order to facilitate the long-term financing of transfer station improvements and to mitigate rate impacts of such financing.

A.K. The Parties have further determined that in order to equitably allocate the benefit to all System Users from the transfer station improvements, different customer classes should receive equivalent basic services may be established by the County to ensure System Users do not pay a disproportionate share of the cost of these improvements as a result of a decision by a city not to extend the term of the Original Agreement.

L. The Parties have further determined it is appropriate to strengthen and formalize the advisory role of the Cities regarding System operations.

The Parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Basic Services" "Cedar Hills Landfill" means services provided the landfill owned and operated by the County located in southeast King County Department of Natural Resources,

"Cities" refers to all Cities that have signed an Amended and Restated Solid Waste Division, including the management and handling of solid waste Interlocal Agreement in substantially identical form to this Agreement.

_____ "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the ~~comprehensive plan~~ Comprehensive Solid Waste Management Plan, as approved and amended from time to time, for solid waste management the System, as required by RCW chapter 70.95.080 RCW.

~~"Designated Interlocal Forum" means a group formed pursuant to the Forum Interlocal Agreement comprised of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns within King County that are signatories to the Forum Interlocal Agreement.~~

_____ "County" means King County, a Charter County and political subdivision of the State of Washington.

_____ "Disposal" means the final treatment, utilization, processing, deposition, or incineration of ~~solid waste~~ Solid Waste but shall not include ~~waste reduction~~ Waste Prevention or ~~waste recycling~~ Recycling as defined herein.

~~"Diversion"~~ _____ "Disposal Rates" means the ~~directing or permitting fee charged by the County to System Users to cover all costs of the System consistent with this Agreement, all state, federal and local laws governing solid waste and the Solid Waste Comprehensive Plan.~~

_____ "Divert" means to ~~direct or permit~~ the directing of ~~solid waste~~ Solid Waste to ~~disposal~~ Disposal sites other than the ~~disposal~~ Disposal site(s) designated by King County.

_____ "Energy/Resource Recovery" means ~~"the recovery of energy in a usable form from mass burning or refuse-derived fuel in an incinerator"~~ incineration, pyrolysis or any other means of using the heat of combustion of ~~solid waste~~ Solid Waste that involves high temperature (above 1,200 degrees F) processing."
(~~WAC chapter 173-304~~ .350, 100 WAC).

_____ "Landfill" means ~~"a disposal facility or part of a facility at which waste"~~ Solid Waste is placed in or on land and which is not a land treatment facility." (~~RCW 70.95.030~~).

_____ ~~"Metropolitan Solid Waste Advisory Committee" or "MSWAC" means the advisory committee composed of city representatives, established pursuant to Section IX of this Agreement.~~

_____ "Moderate Risk Waste" means ~~"(a) any waste that is limited to conditionally exempt small quantity generator waste that exhibits any of the characteristics of and household hazardous waste but is exempt from regulation under this as those terms are defined in chapter solely because"~~ 173-350 WAC, as amended.

_____ ~~"Original Agreement" means the Solid Waste Interlocal Agreement first entered into by and between the Parties, which is amended and restated by this Agreement. "Original Agreements" means collectively all such agreements between Cities and the County in substantially the same form as the Original Agreement.~~

"Parties" means collectively the County and the City or Cities.

"Recycling" as defined in chapter 70.95.030 RCW, as amended, means transforming or remanufacturing waste is generated in quantities below the threshold materials into usable or marketable materials for regulation and (b) any household wastes which are generated from the disposal use other than landfill Disposal or incineration.

"Regional Policy Committee" means the Regional Policy Committee created pursuant to approval of substances identified by the department as hazardous household substances." (RCW 70.105.010)the County voters in 1993, the composition and responsibilities of which are prescribed in King County Charter Section 270 and chapter 1.24 King County Code, as they now exist or hereafter may be amended.

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and contaminated soils and contaminated dredged materials, discarded commodities and recyclable materials, but shall not include dangerous, hazardous, or extremely hazardous waste- as those terms are defined in chapter 173-303 WAC, as amended; and shall further not include those wastes excluded from the regulations established in chapter 173-350 WAC, more specifically identified in Section 173-350-020 WAC.

~~"System" means "Solid Waste Advisory Committee" or "SWAC" means the inter-disciplinary advisory forum or its successor created by the King County's system of solid waste County Code pursuant to chapter 70.95.165 RCW.~~

~~"System" includes King County's Solid Waste facilities used to manage Solid Wastes which includes but is not limited to transfer stations, rural and regional drop boxes, landfills, recycling systems and facilities, energy and resource recovery, facilities and processing facilities as authorized by RCW chapter 36.58.040, RCW and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.~~

~~"Waste Recycling" means "reusing waste materials and extracting valuable materials from a waste stream." (RCW 70.95.030)~~

~~"System User" or "System Users" means Cities and any person utilizing the County's System for Solid Waste handling, Recycling or Disposal.~~

~~"Waste Reduction Prevention" means reducing the amount or type of waste generated but Waste Prevention shall not include reduction of already-generated waste through energy recovery or incineration. "Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030), incineration, or otherwise.~~

II. PURPOSE

The purpose of this Agreement is to foster transparency and cooperation between the Parties and to establish the respective responsibilities of the partiesParties in a solid wasteSolid Waste management ~~system which includes~~System, including but ~~is~~ not limited to ~~-,~~ planning; ~~waste reduction; recycling; and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as solid waste by RCW 70.95.030; Waste Prevention, Recycling, and moderate risk waste as defined in RCW 70.105.010~~Disposal.

III. DURATION

This Agreement shall become effective on _____ as of _____,
and shall remain in effect through ~~June 30, 2028~~December 31, 2040.

IV. APPROVAL

~~— This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, and with the Clerk of the King County Council.~~

~~— This Agreement will be approved and filed in accordance with chapter 39.34 RCW.~~

V. REVIEW AND RENEGOTIATION TO FURTHER EXTEND TERM OF AGREEMENT

~~— 5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding July 1, 2003, which is the fifteenth anniversary of the effective date of identical agreements executed by a majority of cities in King County with the County and during the six-month period immediately preceding each succeeding fifth anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.~~

~~— 5.2 Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control or diversion unless agreed by both parties.~~

~~— 5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to review the issues presented and issue a written recommendation within 90 days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.~~

~~— 5.4 5.1 The Parties recognize that System Users benefit from long-term Disposal arrangements, both in terms of predictability of System costs and operations, and the likelihood that more cost competitive rates can be achieved with longer-term Disposal contracts as compared to shorter-term contracts. To that end, at least seven (7) years before the date that~~

the County projects that the Cedar Hills Landfill will close, or prior to the end of this Agreement, whichever is sooner, the County will engage with MSWAC and the Solid Waste Advisory Committee, among others, to seek their advice and input on the Disposal alternatives to be used after closure of the Cedar Hills Landfill, associated changes to the System, estimated costs associated with the recommended Disposal alternatives, and amendments to the Comprehensive Solid Waste Management Plan necessary to support these changes. Concurrently, the Parties will meet to negotiate an extension of the term of the Agreement for the purpose of facilitating the long-term Disposal of Solid Waste after closure of the Cedar Hills Landfill. Nothing in this Agreement shall require the Parties to reach agreement on an extension of the term of this Agreement. If the Parties fail to reach agreement on an extension, the Dispute Resolution provisions of Section XIII do not apply, and this Agreement shall remain unchanged.

5.2 Notwithstanding any other provision in this ~~paragraph~~ Agreement to the contrary, the ~~parties~~ Parties may, pursuant to mutual written agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. ~~GENERAL~~ OBLIGATION ~~OBLIGATIONS~~ OF PARTIES

~~6.1—KING COUNTY~~ King County

~~6.1.a— Management.~~ King ~~The~~ County agrees to provide ~~county-wide solid waste~~ Solid Waste management services, as specified in this Section, for ~~waste~~ Solid Waste generated and collected within ~~jurisdictions party to this Agreement.~~ the City, except waste eliminated through Waste Prevention or waste recycling activities. The County agrees to dispose of or designate ~~disposal~~ Disposal sites for all ~~solid waste including moderate risk waste~~ Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City which is delivered to ~~King County~~ the System in accordance with all applicable ~~federal, state~~ Federal, State and local environmental health laws, rules, or regulations, as those laws are described in Subsection 8.5.a. The County shall maintain records as necessary to fulfill obligations under this Agreement.

~~6.1.b— Planning.~~ King ~~The~~ County shall serve as the planning authority ~~within King County~~ for ~~solid waste including moderate risk waste~~ Solid Waste and Moderate Risk Waste under this Agreement but shall not be responsible for planning for ~~hazardous or dangerous any other~~ waste or ~~have~~ any other planning responsibility ~~that is specifically designated by State or Federal statute~~ under this Agreement.

~~6.1.c— Operation.~~ King County shall be or shall designate or authorize the operating authority for transfer, processing and ~~disposal~~ Disposal facilities, including public landfills, ~~waste reduction or recycling and other~~ facilities, ~~and energy/resource recovery facilities~~ consistent with the adopted Comprehensive Plan as well as closure and post-closure responsibilities for landfills which are or were operated by ~~King~~ the County.

_____ 6.1.d. ~~Collection Service.~~ ~~KingThe~~ County shall not provide ~~solid waste~~Solid Waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both ~~parties~~Parties.

_____ 6.1.e. ~~Support and Assistance.~~ ~~KingThe~~ County shall provide support and technical assistance to the City ~~if the City seeks to establish consistent with the Comprehensive Solid Waste Management Plan for a waste reduction~~Waste Prevention and recycling~~Recycling program compatible with the County waste reduction and recycling plan.~~ Such support may include the award of grants to support programs with System benefits. The County shall develop educational materials related to ~~waste reduction~~Waste Prevention and recycling~~Recycling~~ and strategies for maximizing the usefulness of the educational materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to ~~waste reduction~~Waste Prevention and recycling, ~~King~~Recycling, the County intends to move forward aggressively to ~~establish waste reduction~~promote Waste Prevention and recycling programsRecycling.

_____ 6.1.f. ~~Forecast.~~ The County shall develop ~~waste~~Solid Waste stream forecasts in connection with System operations as part of the comprehensive planning process ~~and assumes all risks related to facility sizing based upon such forecasts.~~ in accordance with Article XI.

_____ 6.1.g— Facilities and Services. ~~The County shall provide~~ facilities and services ~~including waste reduction and recycling shall be provided pursuant to the comprehensive solid waste~~ Comprehensive Solid Waste Management Plan and the Solid Waste Transfer and Waste Management plan. ~~All personal as adopted and real property acquired by King County for solid waste management system purposes~~ Solid Waste stream forecasts.

_____ 6.1.h Financial Policies. The County will maintain financial policies to guide the System's operations and investments. The policies shall be consistent with this Agreement and shall address debt issuance, rate stabilization, cost containment, reserves, asset ownership and use, and other financial issues. The County shall primarily use long term bonds to finance transfer System improvements. The policies shall be the property of King County developed and/or revised through discussion with MSWAC, the Regional Policy Committee, the County Executive and the County Council. Such policies shall be codified at the same time as the Comprehensive Plan updates, but may be adopted from time to time as appropriate outside the Comprehensive Plan process.

_____ 6.2—~~CITY~~ City

_____ 6.2.a— Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for ~~solid waste~~ Solid Waste collection services provided within the City's corporate limits.

_____ 6.2.b— Disposal. The City shall ~~by ordinance designate cause to be delivered to the County disposal system~~ County's System for the disposal of ~~Disposal~~ all solid waste including moderate risk waste such Solid Waste and Moderate Risk Waste which is authorized to be delivered to the System in accordance with all applicable Federal, State and local environmental

~~health laws, rules or regulations and is~~ generated and/or collected within the corporate limits of the City and shall authorize the County to designate ~~disposal~~Disposal sites for the ~~disposal~~Disposal of all ~~solid waste including moderate risk wastes~~such Solid Waste and Moderate Risk Waste generated or collected within the corporate limits of the City, except for ~~solid waste~~Solid Waste which is eliminated through ~~waste reduction~~Waste Prevention or waste ~~recycling~~Recycling activities consistent with the Comprehensive Solid Waste Management Plan. No ~~solid waste~~Solid Waste generated or collected within the City may be ~~diverted~~Diverted from the designated ~~disposal~~Disposal sites without County approval.

6.3 JOINT RESPONSIBILITIES.

6.3.a Consistent with the Parties' overall commitment to ongoing communication and coordination, the Parties will endeavor to notify and coordinate with each other on the development of any City or County plan, facility, contract, dispute, or other Solid Waste issue that could have potential significant impacts on the County, the System, or the City or Cities.

6.3.b The Parties, together with other Cities, will coordinate on the development of emergency plans related to Solid Waste, including but not limited to debris management.

VII. COUNTY SHALL SET DISPOSAL RATES

AND OPERATING RULES FOR DISPOSAL; USE OF SYSTEM REVENUES

7.1 In establishing ~~or amending disposal rates~~Disposal Rates for ~~system users, the County~~System Users, the County shall consult with MSWAC consistent with Section IX. The County may adopt and amend by ordinance rates necessary to recover all costs of ~~operation~~the

System including ~~the but not limited to operations and maintenance, costs for~~ handling, processing, ~~disposal~~ and Disposal of Solid Waste, siting, design and construction of facility upgrades or new facilities, Recycling, education and mitigation, planning, Waste Prevention, reserve funds, financing, defense and payment of claims, ~~capital improvements, operational improvements, and the~~ insurance, System liabilities including environmental releases, monitoring and closure of landfills which are or were operated by ~~King County. King~~ the County, property acquisition, grants to cities, and administrative functions necessary to support the System and Solid Waste handling services during emergencies as established by local, state and federal agencies or for any other lawful solid waste purpose, and in accordance with chapter 43.09.210 RCW. Revenues from Disposal rates shall be used only for such purposes. The County shall establish classes of ~~service~~ customers for ~~basic solid waste~~ Solid Waste management services and by ordinance shall establish rates for ~~users~~ classes of ~~each class~~ customers.

7.2. It is understood and agreed that System costs include payments to the County general fund for Disposal of Solid Waste at the Cedar Hills Landfill calculated in accordance with this Section 7.2, and that such rental payments shall be established based on use valuations provided to the County by an independent-third party Member, Appraisal Institute (MAI) certified appraiser selected by the County in consultation with MSWAC.

7.2.a A use valuation shall be prepared consistent with MAI accepted principles for the purpose of quantifying the value to the System of the use of Cedar Hills Landfill for Disposal of Solid Waste over a specified period of time (the valuation period). The County shall establish a schedule of annual use charges for the System's use of the Cedar Hills Landfill which shall not exceed the most recent use valuation. Prior to establishing the schedule of annual use charges, the County shall seek review and comment as to both the use valuation and the proposed payment schedule from MSWAC. Upon request, the County will share with and explain to MSWAC the information the appraiser requests for purposes of developing the appraiser's recommendation.

7.2.b Use valuations and the underlying schedule of use charges shall be updated if there are significant changes in Cedar Hills Landfill capacity as a result of opening new Disposal areas and as determined by revisions to the existing Cedar Hills Regional Landfill Site Development Plan; in that event, an updated appraisal will be performed in compliance with MAI accepted principles. Otherwise, a reappraisal will not occur. Assuming a revision in the schedule of use charges occurs based on a revised appraisal, the resulting use charges shall be applied beginning in the subsequent rate period.

7.2.c The County general fund shall not charge use fees or receive other consideration from the System for the System's use of any transfer station property in use as of

the effective date of this Agreement. The County further agrees that the County general fund may not receive payments from the System for use of assets to the extent those assets are acquired with System revenues. As required by chapter 43.09.210 RCW, the System's use of assets acquired with the use of other separate County funds (e.g., the Roads Fund, or other funds) will be subject to use charges; similarly, the System will charge other County funds for use of System property.

VIII. LIABILITY

8.1- Non-Environmental Liability Arising Out-of-County Operations. Except as provided ~~herein~~ in this Section, Sections 8.5 and 8.6, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys against any and all claims arising out of the County's operations during the term of this Agreement and settle such claims, ~~recognizing~~ provided that all fees, costs, and expenses incurred by the County thereby are ~~system~~ System costs which ~~must~~ may be satisfied from ~~disposal rates~~ Disposal Rates as provided in Section VII herein.- In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this ~~section~~ Section "claims arising out of the ~~county's~~ County's operations" shall ~~include~~ mean claims arising out of the ownership, control, or maintenance of the ~~system~~ System, but shall not include claims arising out of the City's operation of motor vehicles in connection with the ~~system~~ System or other activities under the control of the City which may be incidental to the County's operation. The provisions of this Section shall not apply to claims arising out of the sole negligence or intentional acts of the City. The provisions of this Section shall survive for

claims brought within three (3) years past the term of this Agreement established under Section III.

~~8.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 8.5.a.~~

~~8.3 Cooperation.~~ In the event the County acts to defend the City against a claim under Section 8.1, the City shall cooperate with the County. ~~In the event the City acts to defend the County, the County shall cooperate with the City.~~

~~8.4~~ 8.3 Officers, Agents, and Employees. For purposes of this ~~section~~ Section VIII, references to City or County shall be deemed to include the officers, employees and agents of either ~~party~~ Party, acting within the scope of their authority. Transporters or generators of waste who are not officers or employees of the City or County are not included as agents of the City or County for purposes of this Section.

8.4 Each Party by mutual negotiation hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

8.5 Unacceptable Waste

~~8.5.a.~~ All waste generated or collected from within the corporate limits of the City which is delivered to the ~~system~~ System for ~~disposal~~ Disposal shall be in compliance with the ~~resource conservation~~ Resource Conservation and ~~recovery act, as amended~~ Recovery Act (42 U.S.C. § 6901 et seq.), RCW (RCRA), chapters 70.95 and 70.105 RCW, King County Code Title 10, King County Board of Health Rules and Regulations ~~No. 8~~, the Solid Waste Division operating rules, and all other ~~applicable federal, state~~ Federal, State and local environmental

health laws, rules or regulations. ~~The that impose restrictions or requirements on the type of waste that may be delivered to the System, as they now exist or are hereafter adopted or amended.~~

8.5.b For purposes of this Agreement, the City shall be deemed to have complied with the requirements of ~~Section~~Subsection 8.5.a: if it has adopted an ordinance requiring ~~solid~~-waste delivered to the ~~system~~System for ~~disposal~~Disposal to meet ~~such~~the laws, rules, or regulations ~~and by written agreement has authorized King County to enforce these~~specified in Subsection 8.5.a. However, nothing in this Agreement is intended to relieve the City from any obligation or liability it may have under the laws mentioned in Subsection 8.5.a arising out of the City's actions other than adopting, enforcing, or requiring compliance with said ordinance, such as liability, if any exists, of the City as a transporter or generator for improper transport or Disposal of regulated dangerous waste. Any environmental liability the City may have for releases of pollutants or hazardous or dangerous substances or wastes to the environment is dealt with under Sections 8.6 and 8.7.

8.5.c The City shall hold harmless, indemnify and defend the County for any property damages or personal injury caused solely by the City's failure to adopt an ordinance under Subsection 8.5.b. In the event the City acts to defend the County under this Subsection, the County shall cooperate with the City.

8.5.d The City shall make best efforts to include language in its contracts, franchise agreements, or licenses for the collection of Solid Waste within the City that allow for enforcement by the City against the collection contractor, franchisee or licensee for violations of the laws, rules, or regulations in Subsection 8.5.a. The requirements of this Subsection 8.5.d shall

apply to the City's first collection contract, franchise, or license that becomes effective or is amended after the effective date of this Agreement.

8.5.d.i If waste is delivered to the System in violation of the laws, rules, or regulations in Subsection 8.5.a, before requiring the City to take any action under Subsection 8.5.d.ii, the County will make reasonable efforts to determine the parties' responsible for the violation and will work with those parties to correct the violation, consistent with applicable waste clearance and acceptance rules, permit obligations, and any other legal requirements.

8.5.d.ii If the violation is not corrected under Subsection 8.5.d.i and waste is determined by the County to have been generated or collected from within the corporate limits of the City.

~~8.5.b. The, the~~ County shall provide the City with written notice of ~~anythe~~ violation ~~of this provision.~~ Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of ~~Kingthe~~ County which may include but not be limited to removing the waste and disposing of it in an approved facility~~;~~ provided that nothing in this Subsection 8.5.d.ii shall obligate the City to handle regulated dangerous waste, as defined in WAC 173-351-200(1)(b)(i), and nothing in this Subsection shall relieve the City of any obligation it may have apart from this Agreement to handle regulated dangerous waste. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the ~~parties~~Parties using the Dispute Resolution process in Section XII or, if immediate action is required to avoid an imminent threat to public health, safety or the environment, in King County Superior Court. ~~Each party~~Party shall be responsible for its ~~attorney's own attorneys'~~ fees and costs. ~~Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this agreement~~Agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds ~~that the~~a City ~~violated~~violation of the requirements to comply with applicable laws set forth in ~~this section~~Subsection 8.5.a.

~~8.6-~~ Environmental Liability.

8.6.a Neither the County nor the City ~~is not held~~holds harmless or ~~indemnified~~indemnifies the other with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to chapter 70.105D RCW (MTCA) or as hereafter amended and any state legislation imposing liability for System-

related cleanup of contaminated property, from the release of pollutants or hazardous or dangerous substances- and/or damages resulting from property contaminated from the release of pollutants or hazardous or dangerous substances (“Environmental Liabilities”).

IX. FORUM

By entering into 8.6.b Nothing in this Agreement is intended to create new Environmental Liability nor release any third-party from Environmental Liability. Rather, the intent is to protect the general funds of the Parties to this Agreement by ensuring that, consistent with best business practices, an adequate portion of Disposal Rates being collected from the System Users are set aside and accessible in a fair and equitable manner to pay the respective County and City agree to enter into and execute a City’s Environmental Liabilities.

8.6.c The purpose of this Subsection is to establish a protocol for the setting aside, and subsequent distribution of, Disposal Rates intended to pay for Environmental Liabilities of the Parties, if and when such liabilities should arise, in order to safeguard the Parties’ general funds. To do so, the County shall:

8.6.c.i Use Disposal Rates to obtain and maintain, to the extent commercially available under reasonable terms, insurance coverage for System-related Environmental Liability that names the City as an Additional Insured. The County shall establish the adequacy, amount and availability of such insurance in consultation with MSWAC. Any insurance policy in effect on the termination date of this Agreement with a term that extends past the termination date shall be maintained until the end of the policy term.

8.6.c.ii Use Disposal Rates to establish and maintain a reserve fund to

help pay the Parties' Environmental Liabilities not already covered by System rates or insurance maintained under Subsection 8.6.c.i above ("Environmental Reserve Fund"). The County shall establish the adequacy of the Environmental Reserve Fund in consultation with MSWAC and consistent with the financial policies described in Article VI. The County shall retain the Environmental Reserve Fund for a minimum of 30 years following the closure of the Cedar Hills Landfill (the "Retention Period"). During the Retention Period, the Environmental Reserve Fund shall be used solely for the purposes for which it was established under this Agreement. Unless otherwise required by law, at the end of the Retention Period, the County and Cities shall agree as to the disbursement of any amounts remaining in the Environmental Reserve Fund. If unable to agree, the County and City agree to submit disbursement to mediation and if unsuccessful to binding arbitration in a manner similar to Section 39.34.180 RCW to the extent permitted by law.

8.6.c.iii Pursue state or federal grant funds, such as grants from the Local Model Toxics Control Account under chapter 70.105D.070(3) RCW and chapter 173-322 WAC, or other state or federal funds as may be available and appropriate to pay for or remediate such Environmental Liabilities.

8.6.d If the funds available under Subsections 8.6.c.i-iii are not adequate to completely satisfy the Environmental Liabilities of the Parties to this Agreement then to the extent feasible and permitted by law, the County will establish a financial plan including a rate schedule to help pay for the County and City's remaining Environmental Liabilities in consultation with MSWAC.

8.6.e The County and the City shall act reasonably and quickly to utilize funds collected or set aside through the means specified in Subsections 8.6.c.i-iii and 8.6.d to conduct or finance response or clean-up activities in order to limit the County and City's exposure, or in

order to comply with a consent decree, administrative or other legal order. The County shall notify the City within 30 days of any use of the reserve fund established in 8.6.c.iii.

8.6.f In any federal or state regulatory proceeding, and in any action for contribution, money expended by the County from the funds established in Subsections 8.6.c.i-iii and 8.6.d. to pay the costs of remedial investigation, cleanup, response or other action required pursuant to a state or federal laws or regulations shall be considered by the Parties to have been expended on behalf and for the benefit of the County and the Cities.

8.6.g In the event that the funds established as specified in Subsections 8.6.c.i-iii and 8.6.d are insufficient to cover the entirety of the County and Cities' collective Environmental Liabilities, the funds described therein shall be equitably allocated between the County and Cities to satisfy their Environmental Liabilities. Factors to be considered in determining "equitably allocated" may include the size of each Party's System User base and the amount of rates paid by that System User base into the funds, and the amount of the Solid Waste generated by the Parties' respective System Users. Neither the County nor the Cities shall receive a benefit exceeding their Environmental Liabilities.

8.7 The County shall not charge or seek to recover from the City any costs or expenses for which the County indemnified the State of Washington in Exhibit A to the Quitclaim Deed from the State to the County for the Cedar Hills Landfill, dated February 24, 1993, to the extent such costs are not included in System costs.

IX. CITY ADVISORY COMMITTEE

9.1 There is hereby created an advisory committee comprised of representatives from cities, which shall be known as the Metropolitan Solid Waste Advisory Committee ("MSWAC"). The City may designate a representative and alternate(s) to serve on MSWAC. MSWAC shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. The members of MSWAC shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.

9.2 MSWAC is the forum through which the Parties together with other cities participating in the System intend to discuss and seek to resolve System issues and concerns. MSWAC shall assume the following advisory responsibilities:

9.2.a Advise the King County Council, the King County Executive, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of Solid Waste management and planning;

9.2.b Consult with and advise the County on technical issues related to Solid Waste management and planning;

9.2.c Assist in the development of alternatives and recommendations for the Comprehensive Solid Waste Management Plan and other plans governing the future of the System, and facilitate a review and/or approval of the Comprehensive Solid Waste Management Plan by each jurisdiction;

9.2.d Assist in the development of proposed interlocal Agreements between King County and cities for planning, Waste Prevention and Recycling, and waste stream control;

9.2.e Review and comment on Disposal Rate proposals and County financial policies;

9.2.f Review and comment on status reports on Waste Prevention, Recycling, energy/resources recovery, and System operations with inter-jurisdictional impact;

9.2.g Promote information exchange and interaction between waste generators, cities, recyclers, and the County with respect to its planned and operated Disposal Systems;

9.2.h Provide coordination opportunities among the Solid Waste Advisory Committee, the Regional Policy Committee, the County, cities, private waste haulers, and recyclers;

9.2.i Assist cities in recognizing municipal Solid Waste responsibilities, including collection and Recycling, and effectively carrying out those responsibilities; and

9.2.j Provide input on such disputes as MSWAC deems appropriate.

9.3 The County shall assume the following responsibilities with respect to MSWAC;

9.3.a The County shall provide staff support to MSWAC;

9.3.b In consultation with the chair of MSWAC, the County shall notify all cities and their designated MSWAC representatives and alternates of the MSWAC meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;

9.3.c The County will consider and respond on a timely basis to questions and issues posed by MSWAC regarding the System, and will seek to resolve those issues in collaboration with the Cities. Such issues shall include but are not limited to development of efficient and accountable billing practices; and

9.3.d. The County shall provide all information and supporting documentation and analyses as reasonably requested by MSWAC for MSWAC to perform the duties and functions described in Section 9.2.

X. FORUM INTERLOCAL AGREEMENT

10.1 As of the effective date of this Agreement, the *Forum Interlocal Agreement*. Such agreement shall provide for the establishment of a representative Forum for consideration and/or determination of issues of policy regarding the term and conditions of this- and *Addendum to Solid Waste Interlocal Agreement and Forum Interlocal Agreement* by and between the City and County continue through June 30, 2028. After 2028 responsibilities assigned to the Forum shall be assigned to the Regional Policy Committee. The Parties agree that Solid Waste System policies and plans shall continue to be deemed regional countywide policies and plans that shall be referred to the Regional Policy Committee for review consistent with King County Charter Section 270.30 and chapter 1.24 King County Code.

~~XXI.~~ COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

~~1011.1-~~ King County is designated to prepare the ~~comprehensive solid waste management plan~~ *Comprehensive Solid Waste Management Plan (Comprehensive Plan)* and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to ~~RCW chapter 70.95.080(3)-~~ *RCW*.

~~10~~ 11.2—An initial comprehensive plan, which was prepared under the terms of this Agreement as executed by a majority of cities in the County, was adopted in 1989 and approved by the Department of Ecology in 1991. The plan Comprehensive Plan shall be reviewed and any necessary revisions proposed ~~at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology.~~ The County shall consult with MSWAC to determine when revisions are necessary. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

~~10~~ 11.3—The Comprehensive Plans will promote ~~waste reduction~~ Waste Prevention and ~~recycling~~ Recycling in accordance with Washington State ~~solid waste~~ Solid Waste management priorities pursuant to ~~Chapter~~ chapter 70.95 RCW, at a minimum.

~~10~~ 11.4—The Comprehensive ~~solid waste management plans~~ Plans will be prepared in accordance with ~~Chapter~~ chapter 70.95 RCW and ~~solid waste~~ Solid Waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

~~10~~ 11.4.a—Descriptions of and policies regarding management practices and facilities required for handling all waste types;

~~10~~ 11.4.b—Schedules and responsibilities for implementing policies;

~~10~~ 11.4.c—Policies concerning waste reduction, ~~recycling, energy~~ Recycling, Energy and ~~resource recovery~~ Resource Recovery, collection, transfer, long-haul transport, ~~disposal~~ Disposal, enforcement and administration; and

~~10~~ 11.4.d—Operational plan for the elements discussed in Item c above.

~~10~~ 11.5—The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the ~~system~~ System and financed out of the rate base.

~~10~~11.6- The Comprehensive Plans will be “adopted” within the meaning of this Agreement when the following has occurred:

~~10~~ 11.6.a- The Comprehensive Plan is approved by the King County Council;
and

~~10~~ 11.6.b- The Comprehensive Plan is approved by Citiescities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. -In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Comprehensive Plan within 120 days of receipt of the Plan.- The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Comprehensive Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

~~10~~ 11.7- Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the Citiescities acting on the Comprehensive Plan, and should King County and the Citiescities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Comprehensive Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

~~10~~11.8- King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. -If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. -Such

determination shall be made by a two-thirds majority vote of all representative members of the Forum.

~~10~~11.9- ____ Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

~~11.10-10-~~ ____ Should there be any impasse between the ~~parties~~Parties regarding Comprehensive Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

~~XI~~ ____

XII. MITIGATION

12.1 The County will design, construct and operate Solid Waste facilities in a manner to mitigate their impact on host Cities and neighboring communities pursuant to applicable law and regulations.

12.2 The Parties recognize that Solid Waste facilities are regional facilities. The County further recognizes that host Cities and neighboring communities may sustain impacts which can include but are not limited to local infrastructure, odor, traffic into and out of Solid Waste facilities, noise and litter.

12.3 Collaboration in Environmental Review. In the event the County is the sole or co-Lead Agency, then prior to making a threshold determination under the State Environmental Policy Act (SEPA), the County will provide a copy of the SEPA environmental checklist, if any, and proposed SEPA threshold determination to any identifiable Host City (as defined below) and

adjacent or neighboring city that is signatory to the Agreement and that may be affected by the project ("Neighboring City") and seek their input. For any facility for which the County prepares an Environmental Impact Statement (EIS), the County will meet with any identified potential Host City (as defined below) and any Neighboring City to seek input on the scope of the EIS and appropriate methodologies and assumptions in preparing the analyses supporting the EIS. However, nothing in this Section shall limit or impair the County's ability to timely complete the environmental review process.

12.4 Collaboration in Project Permitting. If a new or reconstructed Solid Waste facility is proposed to be built within the boundaries of the City ("Host City") and the project requires one or more "project permits" as defined in chapter 36.70B.020(4) RCW from the Host City, before submitting its first application for any of the project permits, the County will meet with the Host City and any Neighboring City, to seek input. However, nothing in this Section shall limit or impair the County's ability to timely submit applications for or receive permits, nor waive any permit processing or appeal timelines.

12.5 Separately, the County and the City recognize that in accordance with 36.58.080 RCW, a city is authorized to charge the County to mitigate impacts directly attributable to a County-owned Solid Waste facility. The County acknowledges that such direct costs include wear and tear on infrastructure including roads. To the extent that the City establishes that such charges are reasonably necessary to mitigate such impacts, payments to cover such impacts may only be expended only to mitigate such impacts and are System costs. If the City believes that it is entitled to mitigation under this Agreement, the City may request that the County undertake a technical analysis regarding the extent of impacts authorized for mitigation. Upon receiving such a request, the County, in coordination with the City and any necessary technical consultants, will

develop any analysis that is reasonable and appropriate to identify impacts. The cost for such analysis is a System cost. The City and County will work cooperatively to determine the appropriate mitigation payments and will document any agreement in a Memorandum of Agreement. If the City and the County cannot agree on mitigation payments, the dispute resolution process under chapter 36.58.080 RCW will apply rather than the dispute resolution process under Section XII of the Agreement.

XIII. DISPUTE RESOLUTION

13.1 Unless otherwise expressly stated, the terms of this Section XIII shall apply to disputes arising under this Agreement.

13.2 Initial Meeting.

13.2.a Either Party shall give notice to the other in writing of a dispute involving this Agreement.

13.2.b Within ten (10) business days of receiving or issuing such notice, the County shall send an email notice to all Cities.

13.2.c Within ten (10) business days of receiving the County's notice under Subsection 13.2.b, a City shall notify the County in writing or email if it wishes to participate in the Dispute Resolution process.

13.2.d Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the initial notice of dispute issued under Subsection 13.2.a, the County shall schedule a time for staff from the County and any City requesting to participate in the dispute resolution process ("Participating City") to meet (the "initial meeting"). The County shall

endeavor to set such initial meeting a time and place convenient to all Participating Cities and to the County.

13.3 Executives' Meeting.

13.3.a If the dispute is not resolved within sixty (60) days of the initial meeting, then within seven (7) days of expiration of the sixty (60)-day period, the County shall send an email notice to all Participating Cities that the dispute was not resolved and that a meeting of the County Executive, or his/her designee and the chief executive officer(s) of each Participating City, or the designees of each Participating City (an "executives' meeting") shall be scheduled to attempt to resolve the dispute. It is provided, however, that the County and the Participating Cities may mutually agree to extend the sixty (60)-day period for an additional fifteen (15) days if they believe further progress may be made in resolving the dispute, in which case, the County's obligation to send its email notice to the Participating Cities under this Subsection that the dispute was not resolved shall be within seven (7) days of the end of the extension. Likewise, the County and the Participating Cities may mutually conclude prior to the expiration of the sixty (60)-day period that further progress is not likely in resolving the dispute at this level, in which case, the County shall send its email notice that the dispute was not resolved within seven (7) days of the date that the County and the Participating Cities mutually concluded that further progress is not likely in resolving the dispute.

13.3.b Within seven (7) days of receiving the County's notice under Subsection 13.3.a each Participating City shall notify the County in writing or email if it wishes to participate in the executives' meeting.

13.3.c Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the notice of the executives' meeting issued under Subsection 13.3.a, the County

shall schedule a time for the executives' meeting. The County shall endeavor to set such executives' meeting a time and place convenient to all Participating Cities that provided notice under Subsection 13.3.b and to the County.

13.4. Non-Binding Mediation.

13.4.a If the dispute is not resolved within thirty (30) days of the executives' meeting, then any Participating City that was Party to the executives' meeting or the County may refer the matter to non-binding mediation by sending written notice within thirty-five (35) days of the initial executives' meeting to all Parties to such meeting.

13.4.b Within seven (7) days of receiving or issuing notice that a matter will be referred to non-binding mediation, the County shall send an email notice to all Participating Cities that provided notice under Subsection 13.3.b informing them of the referral.

13.4.c Within seven (7) days of receiving the County's notice under Subsection 13.4.b, each Participating City shall notify the County in writing if it wishes to participate in the non-binding mediation.

13.4.d The mediator will be selected in the following manner: The City(ies) electing to participate in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through a mediation service mutually acceptable to the Parties. The Parties to the mediation shall share equally in the costs charged by the mediator or mediation service. For purposes of allocating costs of the mediator or mediation service, all Cities participating in the mediation will be considered one Party.

13.5 Superior Court. Any Party, after participating in the non-binding mediation, may commence an action in King County Superior Court after one hundred eighty (180) days from the commencement of the mediation, in order to resolve an issue that has not by then been resolved through non-binding mediation, unless all Parties to the mediation agree to an earlier date for ending the mediation.

13.6 Unless this Section XIII does not apply to a dispute, then the Parties agree that they may not seek relief under this Agreement in a court of law or equity unless and until each of the procedural steps set forth in this Section XIII have been exhausted, provided, that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps in this Section XIII, a Party may file suit to preserve a cause of action while the Dispute Resolution process continues. The Parties agree that, if necessary and if allowed by the court, they will seek a stay of any such suit while the Dispute Resolution process is completed. If the dispute is resolved through the Dispute Resolution process, the Parties agree to dismiss the lawsuit, including all claims, counterclaims, and cross-claims, with prejudice and without costs to any Party.

XIV. FORCE MAJEURE

The ~~parties~~Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either ~~party to this Agreement~~Party (“force majeure”). The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements

of this Agreement, if either Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore normal operations.

~~XXV~~ MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the ~~parties~~ Parties relating to the subject matter of this Agreement and constitutes the entire contract between the ~~parties except with regard to the provisions of the Forum Interlocal Agreement~~ Parties [except with regard to the provisions of the Forum Interlocal Agreement]; provided that nothing in Section XV supersedes or amends any indemnification obligation that may be in effect pursuant to a contract between the Parties other than the Original Agreement; and further provided that nothing in this Agreement supersedes, amends or modifies in any way any permit or approval applicable to the System or the County's operation of the System within the jurisdiction of the City.

~~XIV~~ XVI. WAIVER

No waiver by either ~~party~~ Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

~~XIV~~ XVII. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be ~~entitled to be treated as a third party beneficiary of this Agreement.~~

~~XV. SEVERABILITY~~

~~If any~~ ~~entitled to be treated as a third party beneficiary~~ of the provisions contained in this Agreement.

XVIII. SURVIVABILITY

~~Except as provided in Section 8.1, 8.2, 8.3, Section 8.6.c, except 8.6.ciii and Section 8.6d,~~
~~no obligations in this Agreement survive past the expiration date as established in Section III.~~

XIX. NOTICE

~~are held illegal, invalid or unenforceable.~~ ~~Except as otherwise provided in this~~
~~Agreement, a notice required to be provided under the remaining provisions~~ ~~terms of this~~
~~Agreement shall remain in full force and effect.~~ ~~be delivered by certified mail, return receipt~~
~~requested or by personal service to the following person:~~

~~XVI. For the City:~~

|

For the County:

Director

King County Solid Waste Division
201 South Jackson Street, Suite 701
Seattle, Washington 98104

NOTICE

_____ IN WITNESS WHEREOF, this Agreement has been executed by each ~~party~~Party
on the date set forth below:

CITY—of

KING COUNTY

(Mayor—/City Manager)

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date
Solid Waste ILA.doc

Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Republic Services Solid Waste Report	For Council Meeting Agenda of: January 22, 2013 Department: City Manager Prepared by: Rob Karlinsey To Be Presented By: Rob Karlinsey <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>ROK</u> Exhibits/Attachments: January 26, 2009 agenda bill and meeting minutes.	
Proposed Council Action/Motion: Provide direction on whether to initiate the process for taking over solid waste franchise authority.		
Expenditure Required N/A	Amount Budgeted	Appropriation Required
<u>INFORMATION/BACKGROUND:</u> The solid waste utility in the City of Kenmore is provided by Republic Services (formerly Allied Waste Management) and is regulated by the State Utilities and Transportation Commission (UTC). At the November 26, 2012 City Council meeting, the City Council discussed Kenmore's solid waste services with Republic Services. Among the topics discussed was the City's ability to take over regulation of the solid waste utility from the State. The Council agreed to follow up on this discussion at a later date. Republic Services representatives will attend the January 22, 2013 City Council study session for further discussion. Attached are minutes and the agenda bill from the January 26, 2009 City Council meeting.		

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to Authorize the City Manager to Transmit Letter to Solid Waste Carrier Regarding Notice of Intent to Negotiate Franchise Agreement.			January 26, 2009
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
City Manager/Public Works	Jennifer Gordon	Fred Stouder	425-398-8900
COST OF PROPOSAL: Undetermined Administrative time for research and then negotiations will be estimated in future report.		ACCOUNT NUMBER: N/A	
AMOUNT BUDGETED: N/A		NAME AND FUND #:	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1. Minutes of Council meeting - 12/11/2007. 2. Agenda report and Minutes of Council meeting - 2/26/2007. 3. Agenda report and minutes of Council meeting - 7/2/2007.			
SUMMARY STATEMENT: On December 11, 2006, February 26, 2007, and July 2, 2007 the City Council agendas included discussions of solid waste service options, as noted in these agenda reports. Solid waste removal and recycling services are provided in Kenmore by Allied Waste, formerly know as Rebanco. Allied operates under a certificate, or permit, issued by the WUTC, Washington Utilities and Transportation Commission. Cities have the right to control solid waste collection by directly contracting with the private hauler rather than having the hauler operate under state regulation. State law requires cities to provide the State Certificate holders with a franchise or contract of at least seven years upon taking over control of the solid waster collection system process. On December 11, 2006, the City Council provided direction to the administration to notify the WUTC that Kenmore would like to cancel the State Certificate and pursue alternatives for solid waste and recycling services. At the meeting of February 26, 2007, options regarding solid waste management was further presented. See attached February 26, 2007 agenda, staff report, and minutes. The conclusions or result of that discussion was that the item be moved forward for further discussion at the April 16, 2007 meeting. The item was next discussed at the July 2, 2007 City Council meeting and direction was given. See attached July 2, 2007 agenda, report and minutes. The minutes note that direction was provided to negotiate a seven year contract with Allied Waste and allow WUTC to set rates for services as part of the process. The purpose of this report and discussion is to confirm and inform regarding the background of this issue, and proceed with discussions with Allied Waste. The City Administration has met with a representative of Allied Waste, Nels Johnson, and they are in support of this direction. As a footnote, this "project," likely similar to others, has been on hold until sufficient "permanent" staffing was completed, and the next anticipated steps could be taken. In recent months I have been asked if this process had ever proceeded, and if a letter had been sent to the appropriate agencies and individuals regarding proceeding in negotiations. This report, resulting from the research on the matter, and a meeting with Allied Waste, along with the attachments are for Council's information. With the City Council's confirmation of this understanding and direction, the administration will proceed with further research and negotiations.			

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Consistent with directions previously provided and minutes and directions from previous Council meetings.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Acknowledge previous understanding and confirm direction to proceed with future negotiations with Allied Waste.		
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: January 16, 2009	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): I:\City Clerk\AGENDA ITEMS\City Manager\Agenda Bill Solid Waste Carrier for 01 26 09 - Word.doc Last Saved 01 16 09 jg

**City of Kenmore
City Council Regular Meeting
Minutes
December 11, 2006**

CALL TO ORDER: Mayor Eastwood called the regular meeting to order at 6:05 p.m.

Mayor Eastwood called an executive session at 6:06 p.m. to discuss PROPERTY NEGOTIATION RCW 42.30.110(1)(b) and POTENTIAL LITIGATION RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 60 minutes and that no action is anticipated when the meeting is reconvened back to regular session.

Mayor Eastwood convened the regular meeting at 7:05 p.m.

Councilmembers present: Mayor Randy Eastwood, Deputy Mayor David Baker, and Councilmembers John W. Hendrickson, Bob Hensel, Glenn Rogers, Laurie Sperry, and Allan Van Ness

Staff present: Stephen Anderson, City Manager; Doug Farnen, Finance Director; Robert English, City Engineer; Debbie Bent, Director of Community Development; Ted Carlson, Superintendent of Public Works; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; Leslie Dycus, Special Events Coordinator; and Lynn Batchelor, City Clerk

FLAG SALUTE

Councilmember Rogers led the flag salute.

AGENDA APPROVAL

Deputy Mayor Baker moved to approve the agenda as submitted. Councilmember Hensel seconded the motion.

Discussion.

Councilmember Hendrickson moved to amend the agenda to add a discussion item regarding the Downtown Task Force clarifying what is going on and confirm the role of the Downtown Task Force members. Councilmember Rogers seconded the motion. Motion failed 5-2.

It was unanimous to approve the agenda as submitted.

CONSENT AGENDA

Deputy Mayor Baker moved to approve the consent agenda as submitted. Councilmember Rogers seconded the motion to approve the Minutes of the November 20, 2006 Council Study Session; November 27, 2006 Regular Council Meeting; and November 27, 2006 Special Study Session; Claims in the amount of \$128,513.30 for the period ending December 5, 2006; Agenda Bill No. 06-128 – Resolution No. 06-128 Revising the 2007 Fee Schedule; Agenda Bill No. 06-129 – Resolution No. 06-129 Amending Resolution No. 06-117 by Creating a New Section 5 Relating to the Rules of Procedure for Council Member

Attendance/Voting Via Speakerphone; Agenda Bill No. 06-130 – Resolution No. 06-130 Amending Resolution No. 06-117 by Creating a New Section 6 Relating to the Rules of Procedure for Executive Sessions; Agenda Bill No. 06-C529 #1 – Motion Authorizing the City Manager to Enter Into Amendment No. 1 to Contract No. 06-C529 with Heartland for Consulting Services Relating to the Downtown Development Plan; Agenda Bill No. 04-C356 #2 – Motion Authorizing the City Manager to Enter Into Amendment No. 2 with Bill Evans for Consulting Services Relating to Parks Planner; and a Motion Canceling the Council Meetings Scheduled for December 18, 2006, December 25, 2006 and January 1, 2007. The motion passed unanimously.

CITIZEN COMMENTS

Ray Benish, 23127 13th Place W, Bothell, was present to state his concerns relating to the P zone and the language regarding alcohol sales as outlined in proposed Ord. No. 06-0254.

Clyde Merriwether, 16311 69th Avenue NE, Kenmore, was present to announce that he had resigned from the Downtown Task Force but that as a citizen he will continue to support the community. He briefly reviewed the reasons for his resignation.

Ashley Peck, 24301 2nd Place W, Bothell, was present to state her concerns relating to the P zone and the language regarding alcohol sales as outlined in proposed Ord. No. 06-0254.

Manny Mankowski, 1510 5th Place, Kirkland, was present to state his concerns relating to the P zone and the language regarding alcohol sales as outlined in proposed Ord. No. 06-0254.

Jacob Keilman, 20018 163rd Avenue NE, Woodinville, was present to state that he has been involved in Project Darfur whose mission is to raise awareness of the humanitarian crisis in the Darfur region of Sudan as well as to promote responsible political action in response to this situation. He stated that in keeping with this mission, they are planning a march from Inglemoor High to the Kenmore Post Office on January 15 (MLK Day) to deposit letters written to local politicians and media. He invited the Council to participate in the march.

Debra Srebnik, 18521 63rd Avenue NE, Kenmore, was present to ask the Council to ensure that the Downtown Plan be consistent with the community input for a pedestrian friendly plaza.

ORDINANCES

Agenda Bill No. 06-0253 – Ordinance No. 06-0253 Adopting a Budget for the Period January 1, 2007 Through December 31, 2007; Establishing Appropriations of Funds for 2007; and Establishing Position and Salary Schedules for 2007 - Director of Finance Farnen was present to give a brief staff report in which he stated that per State law, the budget must be adopted prior to January 1, 2007. He stated that the adoption of the 2007 Budget also includes the approval of the salary schedule and Capital Facilities Plan. He was also available to answer any questions.

Councilmember Rogers moved to approve Ordinance No. 06-0253 Adopting a Budget for the Period January 1, 2007 Through December 31, 2007; Establishing Appropriations of Funds for 2007; and Establishing Position and Salary Schedules for 2007 . Deputy Mayor Baker seconded the motion. The motion passed 6-1 with Councilmember Hendrickson voting no.

Agenda Bill No. 06-0254 – Ordinance No. 06-0254 Amending the Kenmore Municipal Code to Establish a Parks Zone to Implement the City's Comprehensive Plan Designation of Public/Private institution (PPI), and Adopting Use and Development Regulations for the Parks Zone; and Amending the Kenmore Zoning Map for Inclusion and Application of the Parks Zone to Public Properties Designated Under the Comprehensive Plan as PPI - Debbie Bent, Director of Community Development, was present to give a staff report in which she stated that proposed Ordinance 06-0254 amends the zoning map to identify a parks zone and amends the zoning code to include use and development regulations for the parks zone. She stated that the amendments implement the City's comprehensive plan designation of public/private institution zone. She stated that the ordinance was developed based on a public process including a public hearing that was held on November 13, 2006. She briefly reviewed the proposed amendments that were made to the ordinance since the public hearing. She was also available to answer any questions.

Councilmember Van Ness moved to table the discussion on this item and forward it to the agenda of a council meeting in early January 2007. Councilmember Sperry seconded the motion. Motion failed. Councilmember Van Ness and Councilmember Rogers voted yes. The motion failed 5-2.

Deputy Mayor Baker moved to amend the language on page 4, by deleting, Table A Parks Zone Use Allowances, under Prohibited (or excluded in definitions) "or WAC 352-32 for State facilities." Mayor Eastwood seconded the motion. Councilmember Hensel voted no. The motion passed 6-1.

Councilmember Van Ness moved to adopt the ordinance as amended. Councilmember Sperry seconded the motion. Councilmember Hensel voted no. The motion passed 6-1.

Agenda Bill No. 06-0255 – Ordinance No. 06-0255 Adopting Annual Docketing Amendments to the City's Comprehensive Plan which Amends the City's Vision Statement; Updates the Capital Facilities Element; Amends the Natural Environment Sub-Element with Updated Critical Areas Information; Amends the Land Use Element, Economic Development Sub-Element, and Housing Element with Updated Housing and Employment Targets; and Amending Development Regulations Through the Annual Docketing Amendment Process to Establish a Planning Commission and Its Duties; Amending Titles 19 and 20 For Housekeeping Revisions; and Amending Chapters 19.20 and 19.25 to Revise Procedures Regarding the Annual Docketing Process for Amendments to the Comprehensive Plan and Development Regulations - Debbie Bent, Director of Community Development was present to give a staff report in which she stated that at the December 4th Council study session Council reviewed a draft of the ordinance. At that meeting, it was the consensus of the Council to make some minor changes to the ordinance and move it forward for adoption on December 11, 2006. She briefly reviewed the changes. She was also available to answer any questions.

Councilmember Rogers moved to adopt Ordinance No. Ordinance No. 06-0255 Adopting Annual Docketing Amendments to the City's Comprehensive Plan which Amends the City's Vision Statement; Updates the Capital Facilities Element; Amends the Natural Environment Sub-Element with Updated Critical Areas Information; Amends the Land Use Element, Economic Development Sub-Element, and Housing Element with Updated

Housing and Employment Targets; and Amending Development Regulations Through the Annual Docketing Amendment Process to Establish a Planning Commission and Its Duties; Amending Titles 19 and 20 For Housekeeping Revisions; and Amending Chapters 19.20 and 19.25 to Revise Procedures Regarding the Annual Docketing Process for Amendments to the Comprehensive Plan and Development Regulations. Councilmember Sperry seconded the motion. The motion passed unanimously.

CITY MANAGER REPORTS

Government Finance Officers Award (GFOA) – Director of Finance Farnen was present to award the plaque to the City. He stated that the City of Kenmore is the recipient of a budget award regarding its 2006 Annual Budget. He reviewed that for the fifth consecutive year, the City of Kenmore has received a Distinguished Budget Presentation Award the Government Finance Officers Association of the United States and Canada (GFOA). He explained that the award is based on strict program criteria related to the budget as a policy document, an operations guide, as a financial plan, and as a communications device. He stated that the award is the highest form of recognition in governmental budgeting and represents a significant achievement for our City.

The entire Council thanked Director of Finance Farnen for the great job he did in enabling the City to receive such a prestigious award.

3rd Quarter Police Report – Chief of Police Sether was present to review and answer questions regarding the Third Quarter 2006 Police Services Report.

Solid Waste Franchise Options – Public Works Superintendent Ted Carlson was present to give a brief staff report in which he stated that currently the City does not have a contract or franchise agreement with the private garbage haulers operating in the City of Kenmore. He stated that the haulers are operating under the regulatory authority of the Washington Utilities and Transportation Commission just as they were prior to incorporation. He stated that the City can be as involved as they want to be in solid waste collection ranging from the hands off approach currently applied to contracting with haulers and setting rates. He stated that any revenue received by the City in the form of an administrative fee, franchise fee, or utility tax is passed on to the rate payers. He stated that the trade off is a higher level of control and potentially increased level of service to the citizens. He was also available to answer any questions.

It was Council direction that staff proceed right away with the competitive bid process. It was Council consensus that they would like this item brought forward for further discussion in early 2007.

CITY COUNCILMEMBER COMMENTS/INITIATIVES

Councilmember Hensel publicly thanked staff for all their accomplishments in 2006. He also publicly thanked Clyde Merriwether for all of his years of service to the City. He suggested that Clyde be awarded a plaque to show the Council's appreciation and to acknowledge his dedication to the City.

Councilmember Sperry stated that she appreciates all the work staff has done. She stated that she had been approached by the KCLS/Friends of the Library to see if the Council would like to set up a library advisory board.

It was the consensus that this item would be moved forward for discussion in 2007.

Councilmember Hendrickson discussed the recent resignation of Clyde Merriwether from the Downtown Task Force. He reviewed that he has concerns regarding the performance of some of the officers of the City. He stated that he has concerns over the zoning at Murphy's Auction and wants it addressed.

Deputy Mayor Baker stated that he had recently attended a NLC Conference that was very informational. He stated that he would prepare a summary report of some of the issues that were discussed at the Conference. He stated that he recently attended a library group meeting. He stated that he would like to clarify that the City would not be responsible if the Post Office should decide to close. He stated that he would like the Council to consider looking at the feasibility of providing Wi-Fi to all the citizens. He stated that Lake Forest Park is interested in partnering with Kenmore as they would like to provide Wi-Fi to their citizens as well.

It was Council consensus that they would like to discuss the issue of Wi-Fi in 2007.

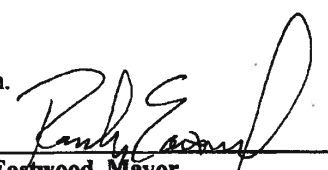
Councilmember Van Ness stated that when the City comes to a final decision on a location for the new city hall, that staff approach the Post Office and Library to see if they would like to co-locate on the site.

Councilmember Rogers thanked the city manager and the city attorney for all the work they do for the City. He also thanked his fellow Councilmembers.

Mayor Eastwood thanked his peers. He also stated that he would like to review/discuss the initiative/citizen comment process at the upcoming Council Retreat.

ADJOURNMENT TO SPECIAL STUDY SESSION

Mayor Eastwood adjourned the regular meeting at 9:00 p.m.


Randy Eastwood, Mayor

ATTEST:


Lynn Batchelor, City Clerk



The City Of Kenmore

P. O. Box 82607/6700 NE 181st Street • Kenmore, Washington 98028-0607

**City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, February 26, 2007
Northshore Utility District, Northshore Room
6830 NE 185th Street, Kenmore, WA 98028**

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall at 6700 NE 181st Street, Kenmore.

**6:00 pm - EXECUTIVE SESSION -
PROPERTY NEGOTIATION RCW 42.30.110(1)(b)**

I. CALL TO ORDER REGULAR MEETING – 7:00 pm

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

(Items on the Consent Agenda may be removed for discussion and/or alternate action purposes.)

A. Minutes of February 5, 2007 Council Study Session and February 12, 2007 Regular Council Meeting.

B. Approval of Claims in the amount of \$360,150.29 for the period ending February 21, 2007.

VI. CITIZEN COMMENTS

(This is an opportunity to express your views on issues that are important to you and that of the community. Please limit your comments to three (3) minutes; the City Clerk will notify you when your time is ready to expire. Any comments beyond 30 minutes will be continued to the end of the meeting, up to an additional 30 minutes.)

VII. CITY MANAGER REPORTS

A. Solid Waste Options – Public Works Superintendent

B. 2007 Comprehensive Plan Update and Threshold Recommendations/ Proposed Amendment of Height Regulations in the DR Zone – Director of Community Development

C. Proposed Contract with Otak for SWMP – City Engineer (Discussion/possible approval)

D. Proposed Contract for SR 522 Construction Management – City Engineer

E. Brightwater Property Transfer – City Manager

VIII. CITY COUNCILMEMBER COMMENTS/INITIATIVES

IX. ADJOURNMENT

Upcoming Meeting Schedule:

February 27, 2007	Planning Commission Interviews	City Hall
March 5, 2007	Council Study Session	Northshore Utility District, Tolt Room



The City of Kenmore

February 22, 2007

STAFF MEMO

To: Steve Anderson, City Manager
Fr: Ted Carlson, Public Works Superintendent
Re: Solid Waste and Recycling Collection

Solid waste removal services are provided in Kenmore by Allied Waste (formerly known as Rebanco). Allied operates under a certificate, or permit, issued by the Washington Utilities and Transportation Commission (WUTC). The certificates issued by the WUTC allow private haulers to provide services in areas known as "Tariffs". Kenmore is part of the Eastside Tariff area which also includes Lake Forest Park, portions of unincorporated King County and several eastside cities. Cities have the right to control solid waste collection by directly contracting with the private hauler rather than having the hauler operate under state regulation. However, state law requires cities to provide the State Certificate holders with a franchise or contract of at least seven years upon taking over control of the solid waste collection system. After the seven year franchise is up the City can then go to competitive bid and award the contract to the most responsible bidder.

At the December 11, 2006 City Council Meeting, staff was given direction to notify the WUTC that Kenmore would like to cancel the State Certificate and pursue alternatives for solid waste and recycling collection services. After subsequent discussions with WUTC staff, the City needs to first negotiate a franchise agreement with Allied Waste for the minimum 7 year term. Once the franchise agreement is in place the WUTC can cancel the certificate and the 7 year period would start.

There are two franchise options available to the City. The quickest and easiest is to grant a seven year franchise to Allied allowing them to collect solid waste in Kenmore under the terms and conditions of their WUTC Certificate. Service would remain the same, the seven year notification period would begin, after which City could go out to bid for services. The second option is to negotiate a seven year contract with Allied which could include service benefits such as, increased recycling options and liquidated damages for performance deficiencies.

Cities contracting directly with haulers have the option of either setting rates themselves or having the WUTC continue to set rates for their collection area. Contracts can also include administration fees paid to the city by the hauler to help offset additional staff time and expenses incurred to the city. The cities of Sammamish and Lake Forest Park have recently signed contracts with Allied Waste which take effect in 2007. Sammamish has elected to have the WUTC continue to set rates and did not include an administrative fee. Lake Forest Park has elected to set rates themselves and collect an administrative fee of \$7,100 per month. I have spoken with representatives from Allied Waste and they are very much agreeable to negotiating a contract with Kenmore similar to other cities in our area.

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City of Kenmore
City Council Regular Meeting
Minutes
February 26, 2007

CALL TO ORDER - The regular meeting of the Kenmore City Council was called to order by Mayor Randy Eastwood at 6:00 p.m.

EXECUTIVE SESSION

Mayor Eastwood adjourned the regular meeting at 6:01 p.m. to an executive session to discuss Property Negotiation Pursuant to RCW 42.30.110(1)(b). He stated that the executive session will last for approximately 60 minutes and that action is anticipated when the meeting is reconvened back to regular session.

CALL TO ORDER - Mayor Eastwood reconvened the meeting back to regular session at 7:00 p.m.

Councilmembers present: Mayor Randy Eastwood, Deputy Mayor David Baker, and Councilmembers John Hendrickson, Bob Hensel, Glenn Rogers, Laurie Sperry, and Allan Van Ness

Staff present: Stephen Anderson, City Manager; Robert English, City Engineer; Debbie Bent, Director of Community Development; Ted Carlson, Superintendent of Public Works; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Batchelor, City Clerk

FLAG SALUTE

City Attorney Rod Kaseguma led the flag salute.

AGENDA APPROVAL

It was Council consensus to delete Item No. B "2007 Comprehensive Plan Update and Threshold Recommendations/Proposed Amendment of Height Regulations in the DR Zone" under City Manager Reports; add an update by Chief Sether on the Fatal Car/Bicycle accident that occurred in Kenmore on Friday, February 23, 2007 immediately following Citizen Comments; and prior to the City Manager Reports, add an item related to potential property purchase.

Councilmember Rogers moved and Mayor Eastwood moved to approve the agenda as amended. It was approved unanimously.

CONSENT AGENDA

Deputy Mayor Baker moved to approve the consent agenda as submitted. Councilmember Hensel seconded the motion to approve the Minutes of the February 5, 2007 Council Study Session and February 12, 2007 Regular Council Meeting; and Approval of Claims in the amount of \$360,150.29 for the period ending February 21, 2007. The motion passed unanimously.

CITIZEN COMMENT - None

CAR/BICYCLE ACCIDENT – Chief Cliff Sether gave a brief update on the fatal car/bicycle accident that occurred in Kenmore on Friday, February 23, 2007. He was also available to answer any questions.

POTENTIAL PROPERTY PURCHASE

Mayor Eastwood moved to authorize the City Manager, upon successful negotiation, to enter into an agreement, with the Northshore Utility District, for the purchase of the NUD surplus property located at 18120 68th Ave. NE for the site of a new city hall. The motion was seconded by Councilmember Rogers. The motion passed 6 – 1 with Councilmember Hendrickson voting no.

Discussion followed.

CITY MANAGER REPORTS

Solid Waste Options – Public Works Superintendent Carlson was present to give a brief staff report in which he reviewed that solid waste removal services are provided in Kenmore by Allied Waste. He stated that Allied operates under a certificate, or permit, issued by the Washington Utilities and Transportation Commission (WUTC). He reviewed that at the December 11, 2006 City Council Meeting, staff was given direction to notify the WUTC that Kenmore would like to cancel the State Certificate and pursue alternatives for solid waste and recycling collection services. He stated that after subsequent discussions with WUTC staff, the City needs to first negotiate a franchise agreement with Allied Waste for the minimum 7 year term. He stated that once the franchise agreement is in place the WUTC can cancel the certificate and the 7 year period would start. He reviewed the franchise options. He was also available to answer any questions.

It was Council consensus that this item be moved forward for further discussion at the April 16, 2007 Council Study Session.

Proposed Contract with Otak for SWMP - City Engineer English was present to give a brief staff report in which he stated that five firms responded to the City's Request for Qualifications (RFQ) to complete the Surface Water Management Plan (SWMP), two of which were short-listed for interviews in January 2007. He stated that Otak was selected to complete the work based on their qualifications and experience with similar projects in the area. He stated that the consultant's fee is \$104,950 with a 10% contingency added for supplemental work authorized by the City Manager. He stated that staff recommends approval of the contract so work can begin on the SWMP Update. He was also available to answer any questions.

Deputy Mayor Baker moved to approve the contract with Otak for consulting services relating to the SWMP Update. Councilmember Rogers seconded the motion. The motion passed unanimously.

Proposed Contract for SR 522 Construction Management – City Engineer English was present to give a brief staff report in which he reviewed that the City is preparing to begin construction on the SR522 corridor improvements. He stated that the first contract to be advertised for construction will be Phase II and it is expected that construction on this contract will begin in May. He stated that a construction management firm is needed to administer the

construction contracts, provide inspection, implement a public relations plan, complete material testing and inspection and close-out the construction contracts. He stated that the City advertised and received statement of qualifications from five firms, HDR, Harris & Associates, DMJM Harris, URS and the Louis Berger Group. He stated that three (HDR, Harris & Associates and DMJM Harris) of the five firms were selected for an interview based on their statement of qualifications. He stated that the firms made a presentation to the selection panel which was comprised of representatives from Sound Transit and WSDOT, along with City staff Kent Vaughan and Rob English. He stated that the selection panel chose HDR, Inc. based on their experience and qualifications in accordance with the City's consultant selection policy. He was also available to answer any questions.

It was Council consensus that this item be moved forward to the agenda for the March 5, 2007 Study Session for further discussion.

Brightwater Property Transfer - City Manager Anderson was present to give a brief staff report in which he reviewed that at the February 12th Special Study Session, Parks Planner Bill Evans gave a presentation on potential recreation uses. He stated that the presentation had been requested by Council to assist them in determining if Council wants to accept the transfer of this property to the city from King County. He stated that following Mr. Evans' presentation, you directed staff to bring this possible transfer back to you for your consideration. He was also available to answer any questions.

Discussion followed.

Councilmember Rogers moved that this item/agreement be forwarded to the April 16th Study Session for further discussion and/or possible passage. Councilmember Hensel seconded the motion. The motion passed 5-2 with Mayor Eastwood and Deputy Mayor Baker voting no.

CITY COUNCILMEMBER COMMENTS/INITIATIVES

Deputy Mayor Baker encouraged Council to attend the next Suburban Cities Association meeting as there is going to be a presentation/update on the recent windstorm by Puget Sound Energy.

Councilmember Hensel recommended to Council that they look for a better/more timely process for conducting the City Manager evaluation.

It was Council consensus to bring this item forward to an upcoming Study Session for review and further discussion.

Councilmember Sperry recommended that Council revisit the Mission Statement.

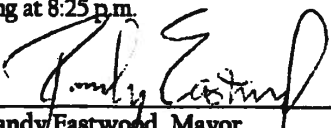
It was Council consensus to bring this item forward to an upcoming Study Session for review and further discussion.

Councilmember Hendrickson stated that he would like to get a staff report on the apartments that are being turned into condos and on the mobile home legislation.

It was Council consensus to bring this item forward to an upcoming Study Session for review and further discussion.

ADJOURNMENT

Mayor Eastwood adjourned the regular meeting at 8:25 p.m.



Randy Eastwood, Mayor

ATTEST:



Lynn Batchelor, City Clerk



The City Of Kenmore

P. O. Box 82607/6700 NE 181st Street • Kenmore, Washington 98028-0607

**CITY OF KENMORE
CITY COUNCIL STUDY SESSION AGENDA
7:00 p.m. Monday, July 2, 2007
Kenmore City Hall
6700 NE 181st Street, Kenmore, WA 98028**

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall. (If you have pertinent facts relative to the issue being discussed and you believe the sharing of these facts will benefit the Council, then raise your hand during the discussion and the Mayor may acknowledge you.)

6:00 pm - EXECUTIVE SESSION

PROPERTY NEGOTIATION RCW 42.30.110(1)(b) and LITIGATION RCW 42.30.110(1)(i)

- I. CALL REGULAR MEETING TO ORDER 7:00 PM**
- II. AGENDA APPROVAL**
- III. CITY MANAGER REPORTS**
 - A. Transportation Element/Goals & Policy – Director of Community Development (30 minutes – move forward to 7/16 for further discussion)**
 - B. Proposed Consultant Contract Log Boom Park Phase Two – Parks Project Manager (20 minutes – move forward to 7/9 consent agenda for possible approval)**
 - C. Puget Sound Regional Council (PSRC) Vision 2020 – Director of Community Development (30 minutes – presentation)**
 - D. Accessory Dwelling Units – Discussion of Potential Zoning and Development Regulation Amendment Measures – Director of Community Development (15 minutes – discussion)**
 - E. Uncodified Land Use Classifications – Discussion of Potential Zoning & Development Regulation Amendment Measures – Director of Community Development (15 minutes – discussion)**
 - F. Resolution 07-139 Approving the Luke Long Plat – Director of Community Development (5 minutes – move forward to 7/9 consent agenda for possible adoption)**
 - G. Resolution 07-140 Approving the Turner Long Plat – Director of Community Development (5 minutes – move forward to 7/9 consent agenda for possible adoption)**
 - H. Solid Waste Options – Assistant Director of Public Works (10 minutes – discussion/direction)**
 - I. Finance Director Recruitment – City Manager (10 minutes – discussion/direction)**
- IV. CITY COUNCIL MEMBER REPORTS/INITIATIVES**
- V. ADJOURNMENT**

UPCOMING MEETING SCHEDULE:

July 9, 2007	7:00 p.m.	Regular Council Meeting	Northshore Utility District
July 16, 2007	7:00 p.m.	Council Study Session	City Hall



The City of Kenmore

STAFF MEMO

To: Steve Anderson, City Manager
Fr: Ted Carlson, Assistant Director, Public Works
Re: Solid Waste Collection

Allied Waste currently provides solid waste hauling services in Kenmore operating under a certificate issued by the Washington Utilities and Transportation Commission (WUTC). The WUTC sets rates and determines what services will be available to Kenmore residents. Cities have the right to control solid waste collection directly by contracting with the private hauler rather than having the hauler operate under WUTC regulation. State law requires cities provide the certificate holders with a franchise or contract for a minimum of seven years upon taking over control of the solid waste collection system. After the initial seven-year franchise is up the City can go to competitive bid and award the contract to the most responsible bidder.

There are several options available to the City each with different advantages and disadvantages including, differing amounts of control over service levels and different levels of impact on staff time. The first option is to grant a franchise to the current hauler to operate under the terms and conditions of their exiting WUTC Certificate. This option requires the least amount of staff time and would start the seven-year period with the WUTC. The downside of this approach is that the City would not have the ability of adding services such as increased recycling options. And while the hauler would be operating under a franchise with the City, the City would have relatively little control of the level of services provided or the performance of the hauler.

A second option is to enter into a seven-year contract for services with the existing hauler. This option also starts the clock with the WUTC, in addition it allows the City to add service options such as increased recycling, including food recycling, and a larger variety of container sizes and pick up schedules for garbage, recycling, and yard waste. There is also the ability to improve service standards and add penalties for persistent problems through the use of liquidated damages. With this option, the City could either have the WUTC continue to set rates or take over the rate setting responsibility. Managing the contract will take additional staff time, how much time depends on the contract. In discussions with neighboring cities, staff time spent managing solid waste contracts range from a few hours a week to up to 10 hours a week.

The third option is to allow the hauler to continue to operate under their existing WUTC certificate. This current approach requires almost no staff time and would provide the same level of service to Kenmore residents in the future. However, it would not start the

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seven-year period with the WUTC and would limit the ability of going out to competitive bid in the future.

Recommendation

Staff's recommendation is to negotiate a seven-year contract with Allied Waste and continue to let the WUTC set rates for services. This option gives Kenmore the ability to go out for competitive bid in the future and provides the City with increased control over what services are provided to Kenmore residents. Several cities in our area have recently signed contracts with Allied so there are a number of models Kenmore can use when negotiating a contract.

The WUTC must approve any rate setting formula and the haulers are going to recover any costs associated with new services. There does not appear to be any major advantage in taking over rate setting authority unless the City wanted to provide services for which the WUTC has not already set rates. Below are the current rates for Kenmore and some neighboring cities. It can be difficult to compare rates across jurisdictions due to the difference in services provided including size of containers available, frequency of pick ups, and how the costs are actually broken out. However, if you compare the total costs for garbage, recycling, and yard waste pick up for a 96-gallon toter the costs are very similar in each jurisdiction.

Solid Waste Rates

Curbside Garbage	Kenmore	LFP	Bothell	Kirkland	Shoreline
20- Gallon Can	\$ 5.75	\$13.11	\$ 7.26	\$ 11.44	N/A
32 Gal Toter	\$ 9.15	\$20.82	\$12.09	\$ 17.73	\$ 13.30
64 Gal Toter	\$ 15.20	\$30.11	\$24.23	\$ 24.44	\$ 17.93
96 Gal Toter	\$ 21.85	\$40.55	\$36.34	\$ 39.00	\$ 22.59
One 32 Gal once a month	N/A	\$ 6.38	\$ 6.09	\$ 6.24	\$ 9.49
Extra 32 Gal can (each)	\$ 3.02	\$ 6.38	\$ 4.54	\$ 6.76	\$ 3.04
Curbside Recycling					
96 Gal Toter	\$ 7.50	included	included	included	included
96 Gal w/o garbage service	\$ 8.50	N/A	N/A	N/A	\$ 5.90
Extra 96 Gal Toter	N/A	2.1	N/A	N/A	N/A
64 Gal Can	N/A	N/A	N/A	N/A	N/A
Yard Debris					
96 Gal Toter	\$ 6.50	included	included	included	\$ 12.22
Additional 96 Gal Toter	\$ 1.50	2.02	5.24	10.04	N/A
32 Gal (each)	\$ 5.00	N/A	4.22	included	N/A
Food Waste					
Yard debris Container	N/A	included	included	included	N/A
96 Garbage, 96 Recycling, & 96 Yard					
	\$ 35.85	\$40.55	\$36.34	\$ 39.00	\$ 34.81

**City of Kenmore
City Council Study Session
Minutes
July 2, 2007**

CALL TO ORDER – 6:00 p.m.

EXECUTIVE SESSION

Mayor Randy Eastwood adjourned the study session meeting at 6:01 p.m. to an executive session to discuss Property Negotiation pursuant to RCW 42.30.110(1)(b) and Litigation pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 60 minutes and that no action is anticipated when the meeting is reconvened back to regular session.

CALL TO ORDER – Mayor Randy Eastwood reconvened the meeting back to the study session at 7:28 p.m.

Councilmembers present: Mayor Randy Eastwood, Deputy Mayor David Baker, and Councilmembers John W. Hendrickson, Glenn Rogers, Laurie Sperry, and Allan Van Ness

Councilmembers excused: Councilmember Bob Hensel

Staff present: Steve Anderson, City Manager; Nancy Ousley, Assistant City Manager; Debbie Bent, Director of Community Development; Rob English, City Engineer; Ted Carlson, Assistant Director to Public Works; Doug Farnen, Director of Finance; Bill Evans, Parks Project Manager; and Lynn Batchelor, City Clerk

AGENDA APPROVAL

Councilmember Laurie Sperry moved that an item “J” discussion on a drafting a letter to Sound Transit Board regarding a pedestrian overpass be added to the agenda.
Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Council approved the agenda as amended.

CITY MANAGER REPORTS

Transportation Element/Goals & Policy – Director of Community Development Bent was present to give a brief staff report. She was also available to answer any questions.

Steve Lewis, H. W. Lochner, was present to review the proposed goals & policies. He was also available to answer any questions.

It was Council direction that staff make the discussed changes to the Transportation Element Goals & Policy and move the discussion of the Transportation Element/Level of Service to the agenda for the July 23rd Council meeting.

Proposed Consultant Contract Log Boom Park Phase Two – Parks Project Manager Evans was present to give a brief staff report in which he stated that this item was introduced at the June 25 Council meeting. He stated that the proposed consultant contract outlines

the improvements and tasks associated with the project. He reviewed that at 30% - 60% design staff will take the proposal to the Corps of Engineers. He was also available to answer any questions.

Juliet Vong, Hough Beck & Baird, was available to answer any questions.

It was Council consensus to move this item forward to the July 9, 2007 consent agenda for possible approval.

Puget Sound Regional Council (PSRC) Vision 2020 – Director of Community Development Bent was present to make a brief staff report in which she stated that a staff member from Puget Sound Regional Council (PSRC) is present to provide information relating to the Vision 2020 update.

Yorik Stevens-Wajda, PSRC, was in attendance to give a Power Point presentation on Vision 2040. He was also available to answer any questions.

It was Council consensus to move this item forward to a Special Study Session immediately following the adjournment of the July 9, 2007 Regular Council meeting.

Accessory Dwelling Units - Discussion of Potential Zoning and Development Regulation Amendment Measures – Director of Community Development Bent was present to make a brief staff report in which she stated that the Council was introduced to this item at a regular City Council meeting on May 14, 2007. She stated that this is a continuance of the review of current zoning regulations and purposed amendments to the zoning regulations pertaining to accessory dwelling units (ADU's). She stated that staff is requesting Council provide input and direction regarding any additional proposed amendments to regulations. She was also available to answer any questions.

It was Council direction that staff proceed forward with proposed code amendments related to ADU's. The proposed amendments will be included in a draft ordinance, along with all other potential development amendment regulations, that will go to a public hearing and additional study sessions in the fall of 2007.

Uncodified Land Use Classifications - Discussion of Potential Zoning & Development Regulation Amendment Measures – Director of Community Development Bent was present to make a brief staff report in which she stated that this item has been discussed at several previous meetings. She stated that this is a continuance of the review of Uncodified Land Use Classifications zoning regulations and proposed amendments to the zoning regulations pertaining to Uncodified Land Use Classifications. She stated that staff is requesting Council provide input and direction regarding any additional proposed amendments to regulations. She was also available to answer any questions.

It was Council direction that staff proceed forward with proposed code amendments related to Uncodified Land Use Classifications. The proposed amendments will be included in a draft ordinance, along with all other potential development amendment regulations, that will go to a public hearing and additional study sessions in the fall of 2007.

Resolution 07-139 Approving the Luke Long Plat – Director of Community Development was present to make a brief staff report in which she stated that the Luke Long Plat is a proposed

9-lot single family residential development on a 1.55-acre site zoned R-6. She stated that the Luke Long Plat meets all the requirements. She was also available to answer any questions.

It was Council consensus to move this item forward to the July 9, 2007 consent agenda for possible approval.

Resolution 07-140 Approving the Turner Long Plat – Director of Community Development was present to make a brief staff report in which she stated that the Turner Long Plat is a proposed 9-lot single family residential development on a 1.55-acre site zoned R-6. She stated that the Turner Long Plat meets all the requirements. She was also available to answer any questions.

It was Council consensus to move this item forward to the July 9, 2007 consent agenda for possible approval.

Solid Waste Options – Assistant Director of Public Works Carlson was present to make a brief staff report in which he reviewed the solid waste options.

It was Council direction that staff negotiate a seven-year contract with Allied Waste and continue to let the WUTC set rates for services.

Finance Director Recruitment – City Manager Anderson was present to give a brief staff report in which he stated that staff is recommending that the firm of Prothman be selected to conduct the recruitment. He stated that this is a technical position and the firm has a proven track record with this position recruitment. He was also available to answer any questions.

It was Council consensus that the city manager be authorized to enter into an agreement with Prothman for professional services related to the recruitment of a Finance Director.

Letter to Sound Transit Board – Council reviewed a draft letter urging Sound Transit to fund, design and construct a pedestrian overpass at the Kenmore Park & Ride. The proposed overpass would provide safety for the passengers that are using Sound Transit bus services at that location and must cross SR 522 to reach the Park & Ride lot. The letter made mention of the recent pedestrian tragedy that occurred at that location.

It was Council direction that staff make the discussed changes to the draft letter and, on their behalf, send the letter to the Chair of the Sound Transit Board and copy all Sound Transit Board members; King County Councilmembers; King County Executive Ron Sims; King County Councilmember Bob Ferguson; and Joni Earl, Sound Transit Executive Director.

CITY COUNCILMEMBER COMMENTS/INITIATIVES

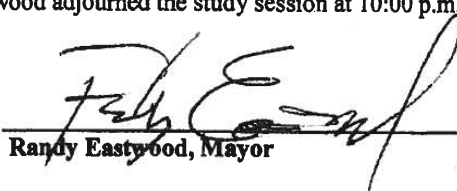
Councilmember Laurie Sperry stated that she will be bringing back a proposed PRSA amendment that will offset their operating and audit costs.

Deputy Mayor David Baker stated that he has been appointed to serve on the Flood Control District about SWM. He announced that, as a citizen, he will be writing a letter to the editor regarding the recent pedestrian accident on SR 522.

Councilmember John Hendrickson stated that he would like WSDOT to lower the speed on SR 522 and install pedestrian safety barriers.

ADJOURNMENT

There being no further business, Mayor Eastwood adjourned the study session at 10:00 p.m.



Randy Eastwood, Mayor

ATTEST:



Lynn Batchelor, City Clerk

City of Kenmore
City Council Regular Meeting
Minutes
January 26, 2009

CALL TO ORDER - The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 5:45 p.m.

EXECUTIVE SESSION

Mayor David Baker adjourned the regular meeting at 5:46 p.m. to an executive session to discuss Potential Litigation and Litigation pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 75 minutes and that no action is anticipated when the meeting is reconvened back to regular session.

At 7:00 p.m. Mayor David Baker extended the executive session for an additional 10 minutes.

CALL TO ORDER – Mayor David Baker reconvened the meeting back to regular session at 7:10 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Milton Curtis and Councilmembers John Hendrickson, Laurie Sperry, Allan Van Ness, and *Glenn Rogers.

*Glenn Rogers participated via telephone for the executive session portion of the meeting.

Councilmembers excused: Glenn Rogers

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Cliff Sether, Chief of Police; Rod Kaseguma, City Attorney; and Lynn Batchelor, City Clerk

FLAG SALUTE

Boy Scout Troop No. 582 led the flag salute.

AGENDA APPROVAL

Councilmember Laurie Sperry moved to approve the agenda as submitted. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Councilmember Laurie Sperry pulled the December 1, 2008 Council Study Session minutes from

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the consent agenda for separate consideration.

Councilmember Allan Van Ness moved to approve the consent agenda as amended. Deputy Mayor Milton Curtis seconded the motion to approve the Minutes of the November 20, 2008 Special Council Study Session; November 24, 2008 Regular Council Meeting; December 8, 2008 Regular Council Meeting; Approval of Claim Nos. 19006 - 19090 in the Amount of \$620,605.87 for the period ending December 31, 2008. The motion passed unanimously.

Councilmember Laurie Sperry moved to amend the December 1, 2008 Council Study Session minutes by changing the language of the motion on page 4, last paragraph from "Councilmember Laurie Sperry moved to table *the motion that* the City get a legal opinion on the Public Agency Utility Exemption (PAUE), as it would apply to the proposed project, prior to continuing with the project design" to "Councilmember Laurie Sperry moved to table *the discussion until* the City gets a legal opinion on the Public Agency Utility Exemption (PAUE), as it would apply to the proposed project, prior to continuing with the project design." Mayor David Baker seconded the motion. The motion passed unanimously.

CITIZEN COMMENTS

Diane Brennan, 6239 NE 204th Place, Kenmore, was present to request that Council not spend money on the proposed Wallace Swamp Creek sports field, but rather spend it on the St. Edward State Park pool.

Mark Mayberry, 7608 NE 155th, Kenmore, was present to state his concerns related to the salvage that is happening on the waterfront, and he is pleased about the clean up of Log Boom Park.

Jack Bunnell, 6428 NE 182nd, Kenmore, was present to state that he would like to know the status of the Public Agency Utility Exemption (PAUE) for the proposed ball fields at Wallace Swamp Creek Park.

Elizabeth Mooney, 5934 NE 201st St., Kenmore, was present to request that the Bastyr University dormitories hearings be held in the evening instead of the daytime.

Daryl Banks, 6121 NE 175th St., Kenmore, was present to state his concerns related to the new city hall.

Todd Bergman, 19812 69th Ave. NE, Kenmore, was present to request that Council not spend money on the proposed Wallace Swamp Creek sports field, but rather spend it on the St. Edward State Park pool or Log Boom Park. He stated his concerns related to the Swamp Creek flooding. He also stated that he would like to see the City launch their new website.

Deputy Mayor Milton Curtis summarized the citizen comments.

ORDINANCE(S)

Ordinance No. 09-0295 - An Ordinance Amending Chapter 18.42 of the Kenmore Municipal Code Relating to Tree Protection and Management; Providing for Financial Guarantees, Enforcement and Penalties for the Chapter; and Establishing an Effective Date - Debbie Bent, Director of Community Development, was present to give a brief staff

report in which she reviewed that at the January 5, 2009 Council Study Session, Council passed a motion (5-2) to revise the draft ordinance with regard to selection of a proposed civil penalty for a person removing a tree in violation of tree protection and management regulations. She stated that proposed Ordinance No. 09-0295 reflects Council direction. She was also available to answer any questions.

Discussion followed.

Councilmember Allan Van Ness moved to amend proposed Ordinance No. 09-0295 on page 10, Section 7, 18.42.110 Penalties, Enforcement A3 by amending the language from "A person removing a tree in violation of this chapter shall be assessed a monetary penalty in the amount of \$2,000 per diameter (in inches) at breast height of tree removed." to "A person removing a tree in violation of this chapter shall be assessed a monetary penalty in the amount of \$2,000 per inch in diameter at breast height of tree removed." Councilmember Laurie Sperry seconded the motion. The motion passed unanimously.

Deputy Mayor Milton Curtis moved to Adopt Ordinance No. 09-0295 - An Ordinance Amending Chapter 18.42 of the Kenmore Municipal Code Relating to Tree Protection and Management; Providing for Financial Guarantees, Enforcement and Penalties for the Chapter; and Establishing an Effective Date as Amended. Councilmember Laurie Sperry seconded the motion. The motion passed unanimously.

MOTION(S)

Motion to Authorize the City Manager to Transmit Letter to Solid Waste Carrier Regarding Notice of Intent to Negotiate Franchise Agreement - Fred Stouder, City Manager, was present to give a brief staff report in which he reviewed that solid waste and recycling services are currently provided by Allied Waste under a certificate or permit issued by the Washington Utilities and Transportation Commission (WUTC). He stated that Cities have the right to control solid waste collection by directly contracting with the private hauler rather than having the hauler operate under state regulations. He stated that staff has met with a representative of Allied Waste, Nels Johnson, and they are in support of this direction. He was also available to answer any questions.

Nels Johnson, Allied Waste, was present to answer any questions.

Council consensus was that they support sending the solid waste letter notifying WUTC that the City wants to start the 7-year process.

November 2008 Financial Reports - Joanne Gregory, Director of Finance, was present to provide an overview of the November 2008 Financial Reports. She was also available to answer any questions.

Councilmember John Hendrickson moved to accept the November 2008 Financial Reports. Councilmember Randy Eastwood seconded the motion. The motion passed unanimously.

COUNCILMEMBER COMMENTS/INITIATIVES

Councilmember Allan Van Ness reviewed what was discussed at the recent Radio Executive Policy Committee (REPC) meeting he attended. He also stated that he wants to see what we can do to keep the pool open.

Mayor David Baker reviewed what was discussed at the recent SeaShore meeting he attended. He stated that he had attended a recent Kirkland City Council meeting where he expressed Council desire that Kirkland partner with Kenmore on some special events. Council unanimously supported partnering with Kirkland.

Councilmember Laurie Sperry provided an update on the WRIA8 and Kenmore Library Advisory Board meetings.

Councilmember Randy Eastwood supports the City withdrawing from its membership with SeaShore.

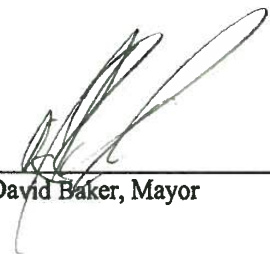
Councilmember John Hendrickson reviewed that he is putting various Swamp Creek related documents together in one file. He stated his concerns relating to the flooding in Swamp Creek. He would like the City to seek funding to assist with the flooding problem at Swamp Creek, possibly even purchasing property. He stated that he would like to include this issue for discussion and possible staff direction.

Councilmember John Hendrickson moved to direct staff to pursue funding to assist with the cost of the City purchasing the Simmonds property. Councilmember Allan Van Ness seconded the motion. Motion failed 2-4 with Councilmember Allan Van Ness and Councilmember John Hendrickson voting aye.

Fred Stouder, City Manager, provided a brief update on what staff has been doing relating to Swamp Creek.

ADJOURNMENT

Mayor David Baker adjourned the meeting at 8:45 p.m.



David Baker, Mayor

ATTEST:



Lynn Batchelor, City Clerk