

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

August 23, 2022 - 6:00 PM

TWO WAYS TO PARTICIPATE:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens.

OR Join Zoom Meeting: <https://us02web.zoom.us/j/89453944279>

or call in at (253) 215-8782 Meeting ID 894 5394 4279

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Introduce New City Employees: Gene Brazel,
Kelly Putnam, Police Records Specialist Jeffrey Beazizo,
Sarah Garceau, Parks and Recreation Director Curtis Clifton
David Green, Field Supervisor
Tyler Button, Facilities Maintenance Technician
Scott VanOsrand, Crew Worker
Whitney Ojalehto, Engineering Technician
 - B. Snohomish County Comprehensive Solid and Hazardous Waste Management Plan Jon Greninger,
Snohomish County Superintendent
6. **Citizen Comments**
7. **Council Business** Council President
 - A. Proclamation Honoring the Leadership of Shawn Frederick, Snohomish Health District
8. **Mayor's Business**
9. **City Department Report**
 - A. Police Department Update Jeffrey Beazizo

- B. Public Works Department Update Aaron Halverson
- 10. Consent Agenda**
 - A. 2022 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of June 28, 2022 Caitlin Weaver
 - C. City Council Meeting Minutes of July 5, 2022 Kelly Chelin
 - D. City Council Meeting Minutes of July 12, 2022 Caitlin Weaver
 - E. Agreement for Distribution and Acceptance of Naloxone Jeffrey Beazizo
 - F. Park Board Appointment Kelly Chelin
- 11. Public Hearing**
 - A. LUA2022-0024: Fagerlie Annexation (Ordinance 1143) David Levitan
- 12. Action Items**
 - A. Ordinance 1144 - Amending Lake Stevens Municipal Code Chapter 9.40 Jeffrey Beazizo
 - B. Resolution 2022-11 Right of Way Access Transfer Russ Wright
 - C. Prescription Opioid Litigation Settlement City Attorney, Barb Stevens
- 13. Discussion Items**
 - A. Draft Agenda for September 6, 2022 Council Meeting
- 14. Executive Session** Confidential Session of the Council
 - A. Property Acquisition and Potential Litigation per RCW 42.30.110 1 (c) and 42.30.110 1 (i). Possible Action to Follow.
- 15. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

Special Needs: The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.

CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: Snohomish County Comprehensive Solid and Hazardous Waste Management Plan

Contact Person/Department: Jon Greninger, Snohomish County Superintendent, Public Works

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Draft Snohomish County Comprehensive Solid and Hazardous Waste Management Plan needs to be reviewed for resolution of adoption.

SUMMARY/BACKGROUND:

To ensure that solid waste is collected, handled, recycled, and disposed of in an environmentally sound manner that protects public health, Washington state regulations require the county to have an approved comprehensive solid waste management plan. Snohomish County currently operates an effective solid waste system that benefits from the foresight and development of previous solid waste plans. Building on that foundation, this Solid Waste Management Plan (the "Plan"):

- provides an opportunity to evaluate and refine existing programs and activities;
- identifies policies that will help implement the recommended programs and practices;
- and provides a road map for how the County will handle solid waste issues in the future.

As required by RCW 70.95, city partners are required to sign a resolution adopting the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan. The draft resolution is attached for reference and will be included on the 9/13 agenda for action.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20220823_Resolution_SolidWasteCompPlan
2. 20220823_SolidWastePresentation_CompPlan
3. PlanSWDCompPlanForFinalReviewReduced20220424 2

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2022-13

**A RESOLUTION OF THE CITY OF LAKE STEVENS
ADOPTING THE 2021 UPDATE OF THE SNOHOMISH
COUNTY COMPREHENSIVE SOLID AND HAZARDOUS
WASTE MANAGEMENT PLAN**

WHEREAS, the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan contains the required elements for such a plan as mandated by state law, and said elements are important to the city's solid waste management activities; and

WHEREAS, the update to the existing Snohomish County Comprehensive Solid and Hazardous Waste Management Plan was prepared in accordance with chapter 70.95 RCW, which requires that the City either adopt the county-wide plan or develop its own plan which must be approved by the Department of Ecology; and

WHEREAS, public input and comment was accepted through the development of the plan through various means and ways and the involvement of the Snohomish County Solid Waste Advisory Committee was the main organization associated with the development of the plan; and

WHEREAS, final adoption of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan by the Snohomish County Council and the Washington State Department of Ecology is contingent upon adoption of the Plan by the participating cities in Snohomish County; and

WHEREAS, it appears to be in the best public interest to adopt and implement the 2021 update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Lake Stevens adopts the 2021 update to the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan;

Passed by the City Council of the City of Lake Stevens on this 13th day of September 2022.

CITY OF LAKE STEVENS

Brett Gailey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelly Chelin, City Clerk

Greg Rubstello, City Attorney

Comprehensive Solid and Hazardous Waste Management Plan Overview

City of Lake Stevens Council Meeting
August 23, 2022

Jon Greninger, Solid Waste Superintendent

Agenda

- Timeline of Update Process
- General Overview of Plan Elements
- Volume 1 – Narrative and Current System Summary
- Volume 2 – Technical Memorandums
- Appendices – Additional Information and Required Plan Items
- Next Steps
- General Updates



Timeline

COMPLETED

- Started update process in 2020
- Regular Solid Waste Advisory Committee (SWAC) Meetings
- Initial Ecology review
- Additional edits
- Public Comment
- Incorporate changes
- SWAC endorsement to Council
- SEPA Review

NEXT STEPS

- City Council Resolution of Adoption (May-September)
- County Council Resolution of Adoption (September)
- Final SWAC review of Waste and Recycling plan elements (September)
- Final submittal to Ecology (September/October)

General Overview of Plan Elements

- A useable plan and framework for solid waste activities
- Increased coordination and collaboration with regional partners
 - Local, State, Federal
 - Contracted partners
 - SWAC
- Defining Priorities
- Continuous Improvement

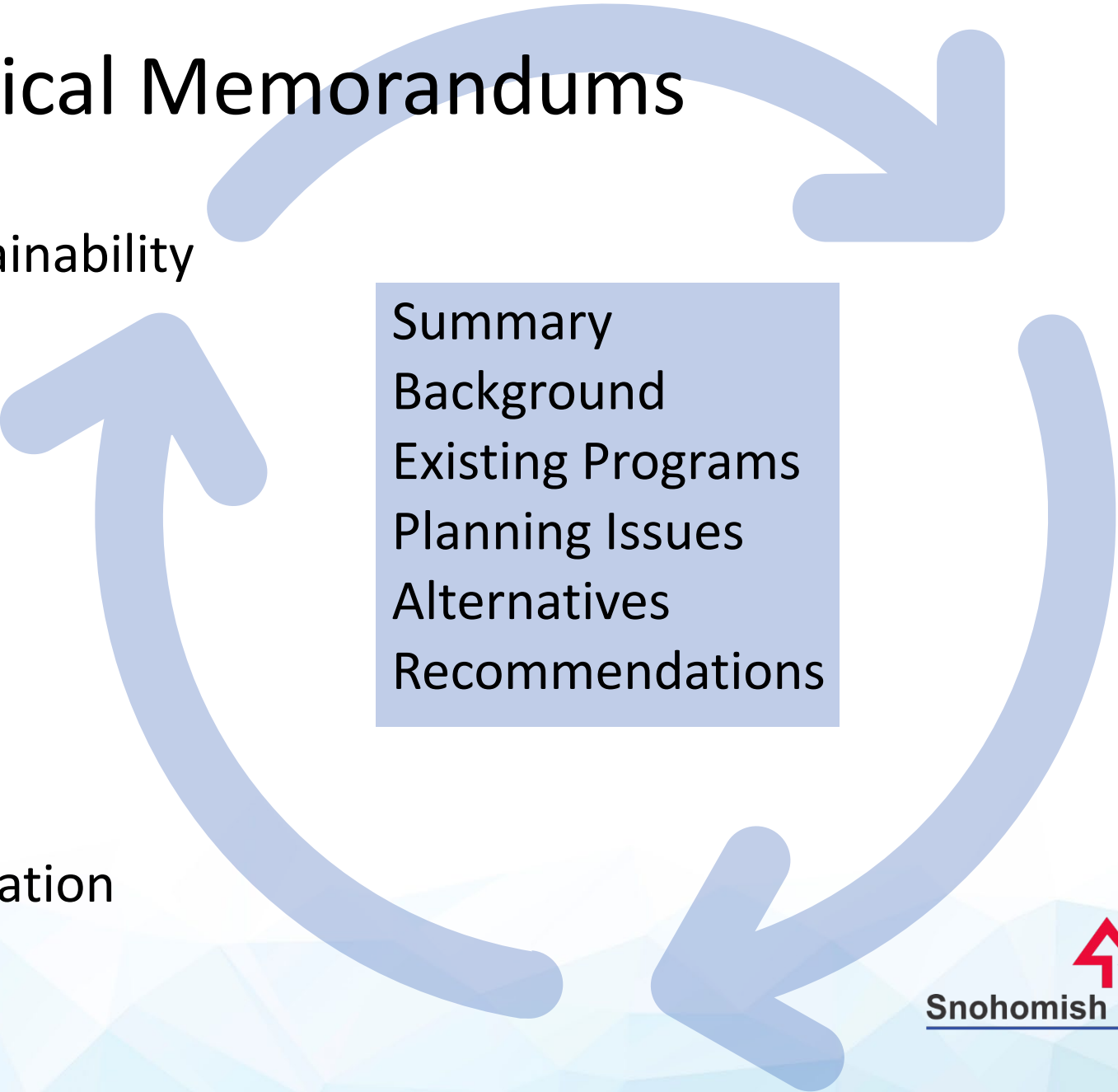
Volume 1

- Introduction
- Current System Summary
- Updates from previous plan
- Vision for the Future
 - Goal I: Reduce climate change and promote sustainability
 - Goal II: Efficient services



Volume 2 – Technical Memorandums

- Climate Change and Sustainability
- Waste Prevention
- Recycling
- Organics
- Waste Collection
- Transfer
- Disposal
- Energy from Waste
- Outreach and Education
- Administration and Regulation



Summary
Background
Existing Programs
Planning Issues
Alternatives
Recommendations

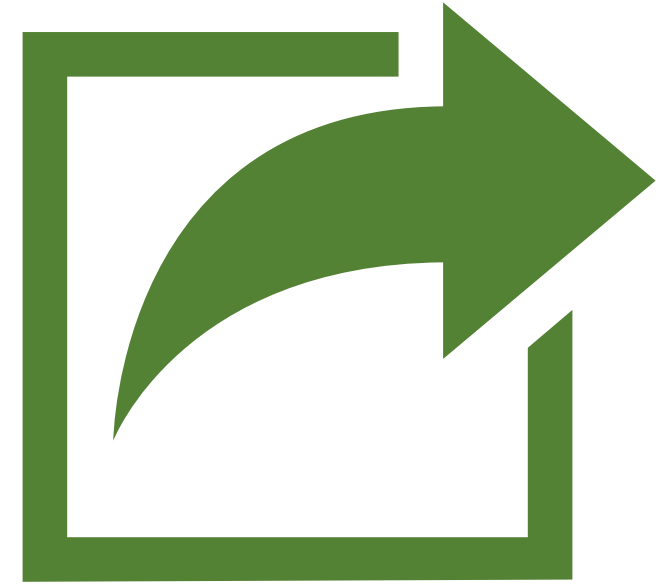


Appendices

- A Glossary
- B Moderate Risk Waste Plan
- C Solid Waste Facility Siting
- D Waste Quantities and Composition
- E UTC Cost Assessment Questionnaire
- F SEPA Checklist
- G Interlocal Agreements
- H Contamination Reduction and Outreach Plan
- I Resolutions of Adoption



Comp Plan Next Steps...



- City Council Resolution of Adoption
- County Council Resolution of Adoption
- Final SWAC review of waste and recycling elements
- Submittal of plan to Dept of Ecology for final review
- Update as needed

General Solid Waste Updates

- Dave Schonhard, Solid Waste Director
 - Phone: 425-388-7654
 - Email: David.Schonhard@snoco.org
- SWAC Representation
- ILA Renewal – expires 12/31/2023
- Questions:
 - Phone: 425-388-6484
 - Email: Jon.Greninger@snoco.org

Thank you



Comprehensive Solid and Hazardous Waste Management Plan - 2021

PRELIMINARY DRAFT COPY: July 1, 2021



Snohomish County
Public Works
Solid Waste

Title VI and Americans with Disabilities Act (ADA) Information: It is Snohomish County's policy to assure that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, as amended, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any county-sponsored program or activity. For questions regarding Snohomish County Public Works' Title VI Program, or for interpreter or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact the Department Title VI Coordinator via email at spw-titlevi@snoco.org or phone 425-388-6660. Hearing/speech impaired may call 711.

Información sobre el Título VI y sobre la Ley de Americanos con Discapacidades (ADA por sus siglas en inglés): Es la política del Condado de Snohomish asegurar que ninguna persona sea excluida de participar, se le nieguen beneficios o se le discrimine de alguna otra manera en cualquier programa o actividad patrocinada por el Condado de Snohomish en razón de raza, color, país de origen o género, conforme al Título VI de la Enmienda a la Ley de Derechos Civiles de 1964. Comuníquese con el Department Title VI Coordinator (Coordinador del Título VI del Departamento) al correo electrónico spw-titlevi@snoco.org, o al teléfono 425-388-6660 si tiene preguntas referentes al Snohomish County Public Works' Title VI Program (Programa del Título VI de Obras Públicas del Condado de Snohomish), o para servicios de interpretación o traducción para los no angloparlantes, o para pedir que los materiales se hagan disponibles en un formato alternativo. Los que tienen necesidades comunicativas especiales pueden llamar al 711.

Acknowledgements

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In collaboration with:

Solid Waste Advisory Committee
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Dale Kaemingk, City of Brier
Phil Williams, City of Edmonds
Apyrl Hynes, City of Everett
Brent Kirk, City of Granite Falls
Marcie MacQuarrie, City of Lynnwood
Steve Muller, City of Marysville
Ed Rubatino, Rubatino Refuse Removal, Inc
Bruce Clark, United Recycling

Special thanks to:
Green Solutions and Terrill Chang

Cover images (left to right):

Top Row: Intermodal containers filled with garbage headed to Roosevelt Landfill via rail; Solid Waste Administration Office, Downtown Everett
Middle Row: Roll-off container truck; Recycle bins at the Southwest Recycling and Transfer Station
Bottom Row: Southwest Recycling and Transfer Station; Tipping floor at the Airport Road Recycling and Transfer Station

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Technical Memorandums

Climate Change and Sustainability
Waste Prevention
Recycling
Organics
Waste Collection
Transfer
Disposal
Energy from Waste
Outreach and Education
Administration and Regulation

Appendices

- A Glossary
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- I Resolutions of Adoption

INTRODUCTION

THE PLAN

This document is a plan for managing the solid waste (garbage, recyclables, and organics) generated in Snohomish County. Part of this plan also addresses hazardous and toxic wastes. This plan is intended to be a guide for the proper management of these wastes.

The current solid waste management system in Snohomish County is working well, but does face some challenges in the future, especially related to recycling contamination and market issues.

IMPORTANCE OF PLANNING

The Need for Solid Waste Planning

To ensure that solid waste is collected, handled, recycled, and disposed of in an environmentally sound manner that protects public health, Washington state regulations require the county to have an approved comprehensive solid waste management plan. Snohomish County currently operates an effective solid waste system that benefits from the foresight and development of previous solid waste plans. Building on that foundation, this Solid Waste Management Plan (the “Plan”):

- provides an opportunity to evaluate and refine existing programs and activities;
- identifies policies that will help implement the recommended programs and practices;
- and provides a road map for how the County will handle solid waste issues in the future.

Participating Jurisdictions

The following cities and towns (depicted in Figure 1 on the following page) have signed an interlocal agreement to participate in this Plan.

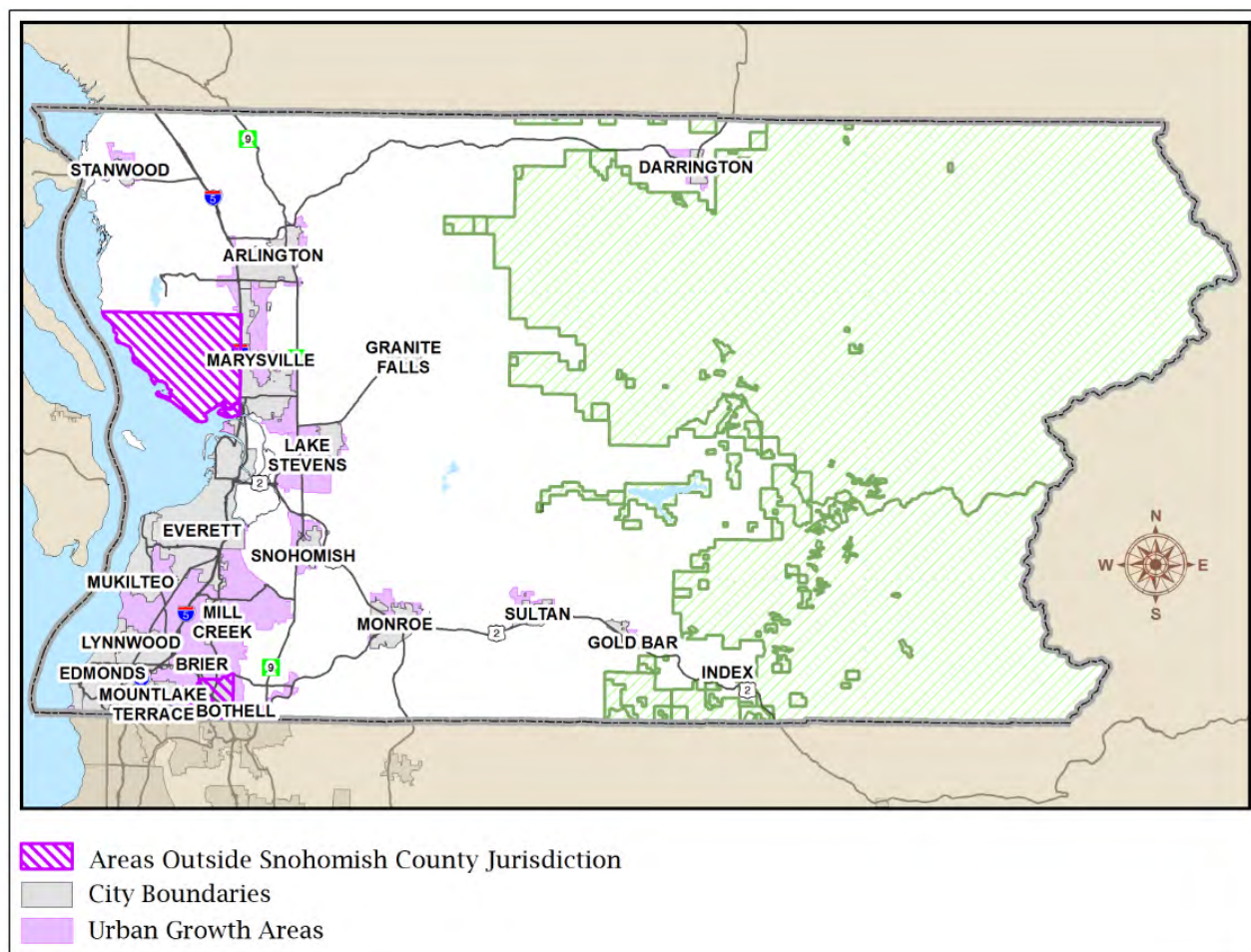
Arlington	Edmonds	Index	Mill Creek	Snohomish
Bothell (*)	Everett	Lake Stevens	Monroe	Stanwood
Brier	Gold Bar	Lynnwood	Mountlake Terrace	Sultan
Darrington	Granite Falls	Marysville	Mukilteo	Woodway

(*) part of Bothell is in the King County system.

Relationship to Other Documents

This Plan utilizes the Snohomish County Comprehensive Plan for a majority of the planning background information. This includes housing types, population growth, and development projections. More in-depth information on these factors, as well as on the

Figure 1. Map of participating jurisdictions



environmental characteristics of Snohomish County and the designation of urban and rural areas, can be found in the Comprehensive Plan.

Other related plans include the Moderate Risk Waste (MRW) Plan, an update of which is attached to this Plan as Appendix B, shoreline master programs, and land use plans and associated zoning codes for Snohomish County and its cities and towns.

ORGANIZATION OF THIS PLAN

Vision and Goals for Plan

The vision for this update of the Snohomish County Solid Waste Management Plan is to shift to a more sustainable future, where people are generating less waste and are handling the wastes that they do generate in an environmentally and sustainably sound manner emphasizing the concepts of reduce and reuse as opposed to focusing on recycling.

This vision is the underlying concept for the two major goals of this Plan:

GOAL I: Support actions to reduce climate change and promote sustainability.

GOAL II: Ensure efficient services for a growing and changing customer base.

The goals are in turn reflected in the policies that are used in this Plan to consider additional programs and recommendations for enhancements to the solid waste system. The vision statement, goals and policies are described in more detail in the Vision for the Future section of this Plan.

Structure of this Plan

This Plan consists of this document, which provides background information and a summary of the recommendations, and a series of technical memorandums and appendices that address specific topics in detail. The electronic version of this plan includes numerous links to other sections of this Plan and to external documents and other sources of information.

A more detailed description of the three parts of this Plan is provided below:

Volume I

Volume I is this part of the document, and it contains a narrative summary of background information, policies, recommended alternatives and a summary of accomplishments for the last planning cycle.

Technical Memorandums

Volume II is a series of technical memorandums that address specific aspects of the solid waste system. Each memo supports one or both of the two overarching goals of the plan and also has its own specific policy statement. The technical memorandums contain background information on each topic, related regulations, near and long-term planning issues, and possible alternatives on how to address policies, service gaps and recommendations specific to that part of the solid waste system.

Appendices

The Appendices contain background information on specific topics and parts that satisfy regulatory requirements such as the Contamination Reduction and Outreach Plan (CROP), State Environmental Policy Act (SEPA) checklist and the Washington Utilities and Transportation Commission (UTC) cost assessment questionnaire. Also included in the appendices are the MRW plan, documents related to the plan adoption process, and other information such as a glossary.

THE CURRENT SYSTEM

INTRODUCTION

Snohomish County's management of solid waste has evolved over time based on population growth and cultural changes. At the inception of the Solid Waste Division (the "Division") in 1972, the County's population was 263,300. By 2010, the population had almost tripled to nearly 726,000 and in 2019, the population was approximately 822,083. This growth, and the changes that have occurred in the geographic distribution of the population, required a significant investment in facilities and services to ensure adequate accessibility and availability to all users. In addition, there must be coordination and cooperation with the local waste haulers who provide collection services to residences and businesses. The haulers typically have the most direct contact with the residents and are expected to continue helping accomplish the goals and policies set forth in the Plan.

The amounts and types of wastes have also grown over the years, requiring more facilities with new capabilities to properly manage these wastes. Many items that were formerly disposed of are now part of countywide diversion programs that recycle or reuse them. This cultural shift acknowledges the benefits of recycling and has required the evolution and growth of the basic services and policies of the Division.

HOW DID WE GET HERE?

Our Interaction with Garbage

Prior to the nineteenth century very little household waste was produced and very little of what was produced was permanently disposed of. Most of it was organic, such as food scraps, and was fed to livestock or rendered and remade into other products. Clothing was patched until it was no longer wearable, and then the scraps were used as rags or sewn together for other uses. The majority of waste produced at this time was ash from industrial processes.

With the advent of the industrial revolution came the proliferation of disposable items and the association of these items with wealth and progress. Consumerism had arrived. Suddenly there was an ever-growing selection of products from which to choose. From napkins to watches, people were able to purchase inexpensive items and toss them out at the end of their life. This was associated with increased product marketing and a continual need to develop new and improved "things."

The ongoing growth of consumerism created more garbage and the need for waste management services. Private companies developed to serve this need. Cities and towns began to pass ordinances and regulations for managing waste. Entire departments and divisions were established to handle the growing volumes of this new waste stream. At the same time industry was developing their own new wastes that

contained more chemicals, composites and engineered materials that had never been seen before. These materials were different and some required special disposal methods to protect the public and the environment. It took decades to fully understand the potential dangers to the public posed by some of these materials.

By the end of the twentieth century, waste management had become a combination of science and art. New technologies are constantly being tried to find the “best” way to dispose of or recycle waste. Landfills win awards for becoming parks and open spaces, as well as producing alternative sources of energy. In addition, the idea of waste and how much we produce is being pushed to the forefront of the consumer’s mind more than ever before. Today, an individual shopping at a store faces the decision of buying a product that is packaged with or without recycled material. Or, before they throw something out, they need to determine whether the object is reusable, recyclable, compostable, garbage, or a household hazardous waste.

Much of the recyclables collected in this area were shipped overseas until 2018, when China’s government issued new mandates and restrictions on what recyclables may be imported into the country. The combination of increasing amounts of contamination in single-stream programs and the inability of processing facilities to effectively remove these contaminants severely impacted markets for these materials. The availability of the Chinese markets had previously allowed collection and processing systems to operate without penalties for contamination, until the marketed recyclable materials became so dirty that the Chinese government started to restrict the import of these materials and then implemented a ban on numerous materials known as the China Sword initiative. This created huge problems for recycling programs in the U.S., as materials continued to be collected but without a market to take them. This led to stockpiling of baled materials, landfilling of recyclable materials in a few cases, and some program cutbacks. Paper mills and other companies in the United States and Canada are responding by increasing capacity, but this takes time. The situation has improved and will continue to improve,



Site Attendants assisting customers during the COVID-19 pandemic

but clearly the recycling stream needs to be cleaned up to avoid a repeat of this situation.

Most recently, the COVID-19 pandemic changed the way solid waste was collected. As people are quarantined at home and businesses were closed to limit transmission of the virus, solid waste was still generated but at a different location. Additionally, citizens cleaned up and decluttered their households, creating a spike in self-haul customers to dispose of their material. In Snohomish County alone, there was an 8% increase in the number of self-haul customers between 2019 and 2020. This occurred despite efforts to emphasize that everyone should remain at home and only visit solid waste facilities to dispose of essential garbage. Business and commercial hauling tonnage saw a 7% decrease throughout the year. The continuation and total impact of pandemic remains unknown on solid waste systems.

Snohomish County Solid Waste Beginnings



Town of Gold Bar Dump Shack, circa 1970



Cathcart Landfill, 1987

Historically, the solid waste disposal needs for Snohomish County were satisfied by a number of relatively small, independently operated, open dumps. None of the disposal sites would be considered acceptable by today's standards. Rats, odors, contaminated water, and uncontrolled gas production characterized most of the old disposal sites. In addition, poor service levels, inadequate planning, lack of inter-agency coordination, and inadequate handling of special wastes was also a problem.

A major change occurred with the closure of the Emander Landfill (McCollum Park) in 1967. As a result of this closure, use of the City of Everett Landfill increased greatly, to the point that its estimated site life was less than five years. (The Everett landfill stopped accepting waste in 1974.) Furthermore, no coordinated solid waste planning between various jurisdictions had taken place to ensure that a replacement disposal site was available.

In response to the disposal capacity problem facing the urban areas of the county, the Board of Health for the

Snohomish Health District directed its staff to spearhead the formation of a group tasked to identify and develop alternative solutions to existing solid waste disposal problems, with an emphasis on regionalization. The Solid Waste Disposal Steering Committee was created by formal resolution of the County Council in 1968.

In the midst of the Solid Waste Disposal Steering Committee's early planning efforts, the Washington State Legislature adopted major solid waste management legislation. This Solid Waste Management Act of 1969 required that every county in the state of Washington prepare a comprehensive solid waste management plan.

An interim plan, completed in May of 1971, offered recommendations to the Solid Waste Disposal Steering Committee covering additional steps required for the implementation of a regional solid waste management system. Although the act did not require the implementation of regional systems, the framers of the act saw the efficiency that could be gained through inter-jurisdictional coordination, with management of transfer and disposal systems taking place at the county level.

The Snohomish County Public Works Department was established in April 1972. The department was directed, authorized, and empowered to implement all public works projects undertaken by the County. With the appointment of a Director of Public Works in January of 1973 and a Solid Waste Director in March of 1973, efforts intensified to implement the interim plan's recommendations for the physical disposal system and to develop new alternatives where needed.



Cathcart Landfill, circa 1989

A model drop box site was opened near Gold Bar in June of 1974 and as a result, both the Index and Gold Bar dumps were closed and removed from service. The Granite Falls Drop Box and the Lake Roesiger Drop Box were constructed shortly after and the Sultan Drop Box opened in the spring of 1977. The Oso Drop Box was opened in 1987 (in 2009, the Oso and Gold Bar Drop Box sites were closed). Waste from the drop box sites is currently taken to a county transfer station where it is compacted and sent to a landfill in eastern Washington.

Snohomish County's first comprehensive solid waste management plan, written under Washington State's new regulations, was completed in October 1974 and approved by the State of Washington Department of Ecology in April 1975. This plan recommended that Snohomish County assume jurisdiction over all disposal and collection sites within Snohomish County including drop boxes, transfer stations, and landfills. All of the cities and towns yielded their authority over planning and designation of transfer and disposal locations to the Snohomish County Department of Public Works Solid Waste Division (the "Division").

CURRENT FACILITIES AND PROGRAMS

An overview of the current system is provided below, followed by more detailed information on facilities and programs as these relate to the two major goals of this planning process. The two goals are to:

- 1) Support actions to reduce climate change and promote sustainability.
- 2) Ensure efficient services for a growing and changing customer base.

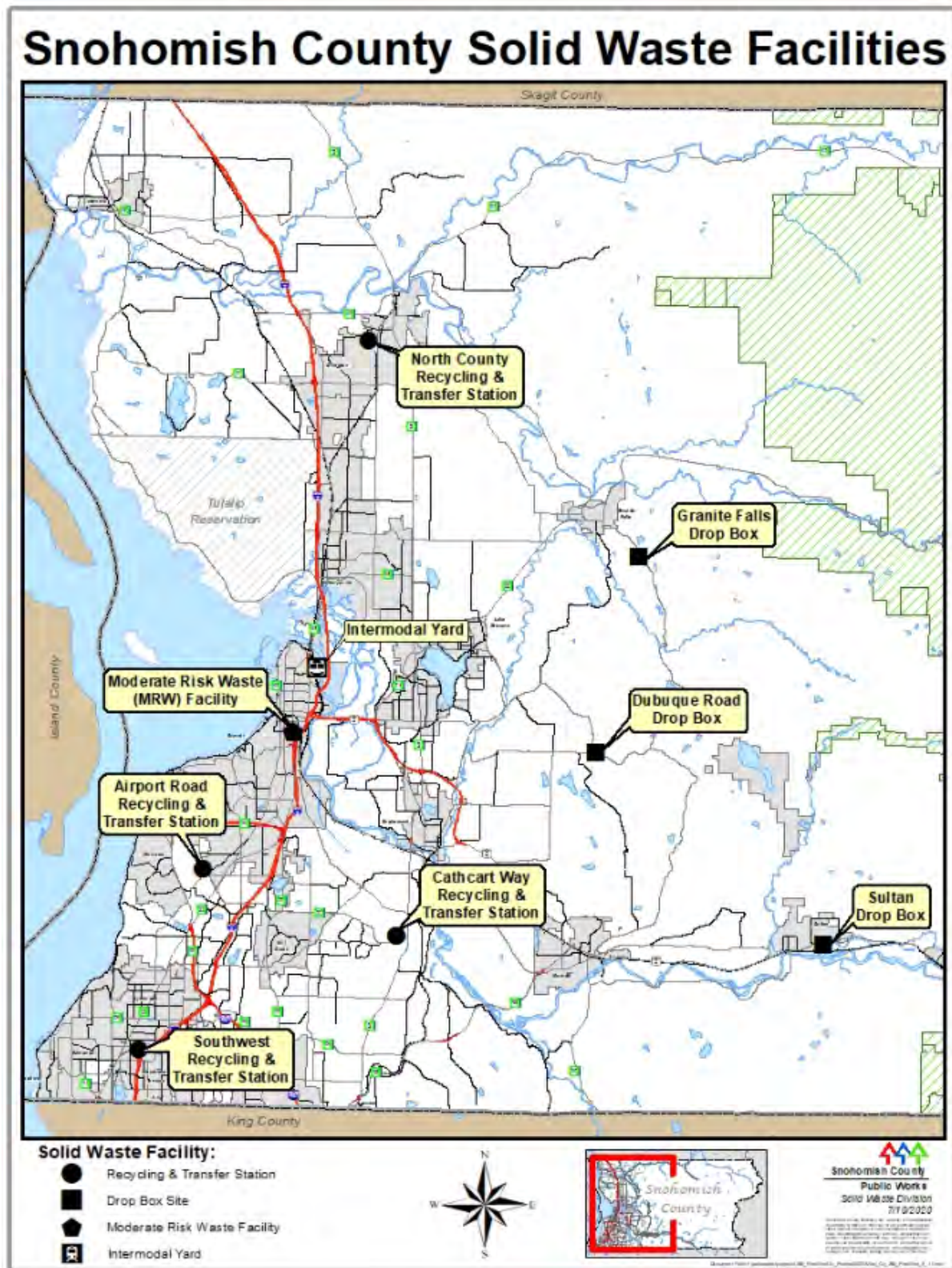
These goals and the associated policies are also discussed in the next section of this Plan (Vision for the Future).

System Overview

The current system involves a large number of private companies and public agencies that provide the services and programs to address various components of solid and hazardous waste management.

There are four private collection companies in Snohomish County: Waste Management Northwest, Republic Services, Inc (formerly Allied Waste Services and Rabanco), Rubatino Refuse Removal, Inc, and Sound Disposal, Inc. A fifth hauler, Recology, collects in the City of Bothell, which is only partially in Snohomish County. In addition, the City of Marysville provides collection services within their boundaries. As of January 2021, the City of Sultan contracted with Republic Services to provide garbage, recycling and yard debris collection services to city residents. The other cities and many other private collection companies are also involved to varying degrees in the solid waste system in Snohomish County. These activities are discussed in several of the technical memorandums that make up this Plan. Most of the rest of this section provides information about the County's role and activities.

Figure 2. Map of Solid Waste Facilities



Facilities and Operations

Transfer stations and drop box sites (formerly known as Neighborhood Recycling and Disposal Centers or NRDCs), have managed the bulk of waste produced in the county since the Division's inception. Figure 2 is a map of Snohomish County Solid Waste facilities. Currently the Division operates three transfer stations and three drop box sites. A fourth transfer station (Cathcart) is utilized when one of the other stations is temporarily closed for maintenance or repair. In addition, the Division has two closed drop box sites that are available for emergency use.

The transfer stations are located in the more urbanized areas of the County and provide service to the greatest number of residents, while the drop boxes are distributed throughout the more rural areas of the County. The waste collected at the transfer stations and drop box sites is compacted and trucked to an intermodal facility in Everett, from which it is shipped by rail to the Roosevelt Regional Landfill in Klickitat County. On an average day, the County ships 1,500 tons of waste to Roosevelt.

Prior to the waste-by-rail system, garbage had been disposed of at the Cathcart Landfill, which operated from 1980 to 1992 and received 3,641,560 tons of waste during that time.



Intermodal yard, Roosevelt Regional Landfill



Intermodal shipping containers

The Cathcart landfill was one of the first in the country to be constructed under new standards regulating landfills. These standards included a flexible membrane liner system, leachate collection system, and an active landfill gas extraction system for capturing methane gas produced from the landfill.

Shortly after the facility was opened, the site selection process for another larger landfill was started in combination with the siting process for a waste-to-energy (incinerator) facility. The concept for the county's waste disposal system was one large landfill and one incinerator. At the conclusion of the siting process, it was determined that the best site for a new landfill was adjacent to the Cathcart Landfill. The design and construction process for the new landfill was started.

Simultaneously, the siting process for an incineration facility was moving forward when Klickitat County announced the

construction of a large regional landfill near Roosevelt, Washington. Snohomish County studied the concept of transporting its waste by train or truck to a distant landfill and determined that it would be less expensive than incineration. Subsequently, the County requested proposals from the owners of such disposal sites and wound up awarding a contract to the Rabanco Company to use the landfill it had built in Klickitat County. In committing to the waste by rail system for disposal, the County abandoned the concept of incineration. Since the County was one of the first jurisdictions in the country to implement waste by rail, however, and since the Klickitat landfill was not yet completed at the time the contract was signed, it was decided to construct the first phase of the County's new "Regional Landfill" as a backup facility. Every effort was made to avoid placing waste into this first phase of the new landfill due to the long-term regulatory and maintenance costs that would follow.

In order to maximize efficiency with the waste by rail process, Snohomish County needed to update its transfer stations to accommodate waste compactors. Up until this time, waste was compacted directly into heavily built tractor trailers, which were impractical to use in the long-haul plans. Lighter weight shipping containers necessitated the installation of larger compactors which could create denser bales and insert them into the containers. New compactors were installed at the Southwest Recycling and Transfer Station and North County Recycling and Transfer Station in 1992. The Everett station did not have compactors installed until 2001. Prior to the installation of a compactor at the Everett Station, upgrades to the temporary transfer station facility at Cathcart were completed for its use. This began the use of the Cathcart Way Transfer Station as a temporary facility to be used during construction and maintenance at other solid waste facilities.

The Everett Station was located on land leased from the City of Everett. That lease was set to expire at the end of 1994, and the City expressed the desire to redevelop the property, requiring development of a new transfer station. A lease extension was negotiated, but the County had to push to develop a new station.

The siting process for new stations consumed much of the 1990's. The process focused on replacing the Everett station, meeting the needs of the growing population in east Snohomish County (which had previously been served by the Cathcart Landfill), and planning for overall county growth. Eventually the Airport Road Recycling and Transfer Station was sited and built in 2003, and a new, much larger Southwest Recycling and Transfer Station was built at the previous SWRTS location in 2004. Although these two new facilities provided greater capacity than needed at the time, they established a stable solid waste disposal system for the County which is capable of meeting the County's solid waste needs into the future. The large flat floor designs also provided increased flexibility in handling and recycling waste.

Waste-by-rail has proven to be a reliable and environmentally-sound method to manage the County's wastes. In 2016, Snohomish County purchased the intermodal rail yard

facility in North Everett. Additional acreage adjacent to the intermodal facility was purchased in 2019 for future expansion of the site.

Most recently, Snohomish County took ownership of the Sisco landfill and surrounding property in 2016 as part of a settlement agreement. Snohomish County performed supplemental investigations in 2017 through 2019 to update the data for site conditions and support development of a Revised Feasibility Study, which is currently being reviewed by Ecology.

The Division also operates a vector facility at the Cathcart Way Operations Center in unincorporated Snohomish County. This facility accepts street sweepings and vector waste from the maintenance of storm water control structures.

In response to the Hazardous Waste Management Act, the Moderate Risk Waste (MRW) collection facility was opened in 1996 in Everett. This facility offers free disposal of household hazardous wastes from Snohomish County residents. For a fee, it also accepts hazardous waste from commercial businesses that generate small quantities of hazardous waste.



Airport Road Recycling and Transfer Station



Southwest Recycling and Transfer Station



North County Recycling and Transfer Station



Moderate Risk Waste Facility

Programs

In 1989, the State of Washington passed the Waste Not Washington Act. The act requires local governments to plan for providing recycling services. This served as the impetus for the Division to develop an implementation strategy as part of the Comprehensive Solid Waste Management Plan.

At the same time, Snohomish County had started a pilot program of recycling domes. Seventeen sites across the county contained a series of domes in which a resident would deposit the appropriate recyclable. These sites provided opportunities to recycle mixed paper, newspaper, aluminum, tin, glass (brown, clear, green), and cardboard.

This approach to recycling was abandoned in 2003, because by this time 90-95% of the population in Snohomish County had access to curbside recycling, which was much more convenient and cost-effective. By the end of 2003, all residents in the county had access to curbside recycling. Solid waste facilities continue to provide recycling opportunities to the general public using an updated, more efficient container system.

The Division has more recently developed additional policies and programs for specific types of recyclable commodities and organics, which will be discussed in later chapters of this document. These new programs reflect the emergence of growing markets and responses to recent legislation.

The 2013 update to the Plan focused heavily on concepts related to climate change, product stewardship, and waste prevention activities. The technical memorandum format adopted in 2013 is an effective tool to disseminate information related to specific topics or concepts and is carried over for the 2020 plan. Table 1 reviews all the of the 2013 Plan recommendations and provides a status update and notes relevant to each item.



Darrington wood debris drop-off



Inspecting a customer load at the Sultan Drop Box

Table 1. 2013 Plan Recommendations				
	Priority	Implementation Responsibility	Status	Notes
Climate Change				
CC1) Document annual SWD GHG emissions.	High	County	Ongoing	Document and report annual GHG emissions.
CC2) Evaluate energy-saving opportunities for new projects and conduct cost-benefit analysis for energy conservation measures.	High	County	Ongoing	Implemented variable speed pump improvements for aeration ponds, variable speed drives on compactors, and lighting enhancements at transfers stations and drop box sites. Assisted with development of County green building policy.
CC3) Evaluate energy-saving opportunities for existing buildings and projects, and conduct cost-benefit analysis for energy conservation measures.	Medium	County	Ongoing	Implemented variable speed pump improvements for aeration ponds and lighting enhancements (same as above).
CC4) Continue to conduct energy audits of Division facilities.	Medium	County	Ongoing	County implemented an Environmentally Preferable Purchasing and Utilization Policy.
CC5) Increase purchase of environmentally preferable facility repair and maintenance products procured by the Division.	Medium	SWD and other County departments	Ongoing	Continuing to research EfW and how it relates to the community needs and SCC.
Energy from Waste (EfW)				
E1) Continue to monitor developments and progress in EfW and if the results appear promising, choose to explore EfW in more depth.	Medium	County	Ongoing	Continuing to research EfW and how it relates to the community needs and SCC.
Product Stewardship				
PS1) Continue to pursue and develop product stewardship programs, in coordination with other public and private entities.	High	County	Partly accomplished	Supported legislation on paint stewardship program.
PS2) Conduct research into how product stewardship programs could help finance curbside and other recycling/reuse collection services.	High	County	Partly accomplished	Paint stewardship support and tour of facility for battery stewardship program.
PS3) Develop a program to encourage retailers to expand product stewardship activities.	Medium	County and service-providers	Partly accomplished	Limited work on this recommendation.
PS4) Efforts will be made to encourage siting of processing facilities for product stewardship materials in Snohomish County.	Medium	County and service-providers	Partly accomplished	Limited work on this recommendation.
PS5) Explore the possibility of creating a facility in Snohomish County to process e-wastes for reuse.	Medium	County and service-providers	Partly accomplished	Limited work on this recommendation.
PS6) The concept of a multi-material collection depot should be tested through a pilot program.	Low	County and service-providers	Not accomplished	Limited work on this recommendation.
Waste Prevention				
WP1) Promote activities such as smart shopping, the use of durable grocery bags, and buying in bulk when appropriate.	High	County and cities	Ongoing	

Table 1. 2013 Plan Recommendations				
Priority	Implementation Responsibility	Status	Notes	
High	County and cities	Completed	County implemented an Environmentally Preferable Purchasing and Utilization Policy.	
High	County and service-providers	Ongoing	Limited work on this recommendation.	
High	County	Partly accomplished	Limited work on this recommendation.	
Medium	County and service-providers	Partly accomplished	Limited work on this recommendation.	
Medium	County and cities	Partly accomplished	Limited work on this recommendation.	
Medium	County and service-providers	Partly accomplished	WSU Extension office for support of master composter and waste warrior programs.	
Medium	County	Partly accomplished	Limited work on this recommendation.	
Low	County, State and Federal partners	Not accomplished	Limited work on this program, additional high cost of implementation.	
High	County and service-providers	Ongoing	Service-providers continuing to provide outreach and education.	
High	Service-providers	Ongoing	Service-providers continuing to provide outreach and education. Worked with Washington State Association of Counties on developing a recommended recycling list to help reduce contamination.	
High	County and cities	Ongoing	Worked with Washington State Association of Counties on developing a recommended recycling list to help reduce contamination.	
Medium	County	Not accomplished	Limited work on this recommendation.	
Medium	County	Partly accomplished	Limited work on this recommendation.	
Medium	County	Partly accomplished	Limited work on this recommendation.	
Medium	County	Accomplished	Limited work on this recommendation.	

Table 1. 2013 Plan Recommendations				
	Priority	Implementation Responsibility	Status	Notes
R8) Work with local jurisdictions and haulers on assessing MRF performance and the effectiveness of single stream collections.	Medium	County, cities and service-providers	Partly accomplished	Worked with Washington State Association of Counties on developing a recommended recycling list to help reduce contamination.
R9) Local markets for recyclable materials will be supported by Snohomish County and their partners in the recycling program.	Medium	County	Accomplished	
R10) Consider banning the use of specific products.	Low	County	Partly accomplished	Limited work on this recommendation.
Organics				
O1) Possibly implement a transfer system for organics at Snohomish County transfer stations.	High	County	Not accomplished	Currently accept yard debris and clean wood at transfer stations.
O2) Promote the use of compost by working together with all appropriate County departments.	High	County	Not accomplished	
O3) Explore methods to encourage the diversion of additional amounts of edible food to charitable programs.	High	County and cities	Accomplished	
O4) A working group will be established to coordinate permitting activities for new and expanded composting facilities.	Medium	County, cities and service-providers	Not accomplished	
O5) The idea of changing collection schedules for organics, recyclables and garbage, to provide additional incentive to divert organics, should be further explored.	Medium	County, cities and service-providers	Not accomplished	
O6) A program will be developed to replace the “alternatives to burning” program when it expires.	Medium	County, Cities, Regional partners	Ongoing	The CPG ATB program is not active, but Snohomish County, Darrington, Hampton Lumber and Puget Sound Clean Air Agency have partnered for an ATB-like program in Darrington for 12 years.
O7) Wood waste diversion will be increased by a combination of voluntary measures and mandatory requirements.	Medium	County	Partly accomplished	Limited work on this recommendation.
O8) A regional educational program should be implemented to promote diversion of food waste and compostable paper.	Medium	County and Regional partners	Partly accomplished	Worked with service-providers on this.
Waste Collection				
C1) Provide automated access at transfer stations to commercial haulers.	High	County	Ongoing	Implemented new HID card readers for auto-processing of commercial haulers at AP and SW.
C2) Evaluate increased use of every other week residential garbage collection.	High	County and cities	Partly accomplished	Limited work on this recommendation.
C3) Consideration of mandatory collection for all areas of the County.	Medium	County	Not accomplished	Limited work on this recommendation.

Table 1. 2013 Plan Recommendations					Notes
Waste Transfer					
TS1) Consider operating CWRTS full-time for commercial haulers to increase transfer capacity, reduce traffic, and reduce miles traveled when waste tonnages in east county warrant it.					Elevated priority. Continuing to evaluate station options.
TS2) Consider opening CWRTS full-time to both commercial and self-haulers, when waste tonnages and self-haul customer demand in the east county warrant it.					Elevated priority. Conducted a feasibility study by HDR that demonstrates SWD facilities currently have the capacity to support customer demand.
TS3) Begin a siting process for a new transfer facility to meet the demands of east county growth.					Elevated priority. Planning on conducting new feasibility study for expanding the Dubuque Road Drop Box site and how that might impact East County operations.
Waste Disposal					
D1) Establish policy and guidelines for appropriate uses of closed landfills.					Not accomplished
D2) Continue enforcement of the flow control elements of the SCC.					Ongoing
D3) Implement disposal ban for waste such as yard debris that could be diverted from landfills.					Developed a robust program that is in full force. Limited work on this recommendation.
Outreach and Education					
O&E1) Participate in a regional effort to provide more consistent messages for solid waste programs and issues.					Ongoing
O&E2) Take the lead on messaging solid waste issues.					Ongoing
O&E3) Make greater efforts to extend recycling outreach to a diverse audience.					Ongoing
O&E4) Public education will be conducted primarily by service-providers and/or through contracts with third-party agents.					Partly accomplished Worked with Waste Management and Republic Services on education campaigns on waste reduction and empty clean and dry campaign.
O&E5) The Solid Waste Division will participate in a multi-agency task force to address sustainability, if such a task force is created.					Accomplished Limited work on this recommendation.
O&E6) Alternative funding sources for public outreach and education should be explored.					Partly accomplished Limited work on this recommendation.
Administration and Regulation					
A&R1) Maintain support for enforcement activities for illegal dumping and litter cleanup programs.					Ongoing Developed a robust program that is in full force.

Table 1. 2013 Plan Recommendations					Priority	Implementation Responsibility	Status	Notes
A&R2) Encourage volunteer efforts for litter cleanup.					High	County	Ongoing	Implemented Litter Wrangler program
A&R3) Explore alternative funding sources to reduce tipping fee surcharges for waste diversion and other non-disposal programs.					High	County	Partly accomplished	Limited work on this recommendation
A&R4) Annually review programs and activities to explore program modifications that could increase the effectiveness of waste prevention, recycling, GHG reduction and other programs.					High	County	Partly accomplished	Limited work on this recommendation
A&R5) Snohomish County should continue to explore alternatives for a solid waste disposal district.					Low	County	Not accomplished	Limited work on this recommendation.
Moderate Risk Waste (MRW)								
MRW1) Conduct public education programs for HHW through collaboration with other agencies and groups.					High	SWD and other County departments	Ongoing	
MRW2) Research alternative financing methods.					High	SWD	Partly accomplished	Developed fee-based paint recycling program.
MRW3) Implement additional product stewardship programs through voluntary and mandatory methods.					High	SWD and Ecology	Ongoing	Now collecting latex paint for a fee.
MRW4) Collect materials shown in Table 1 (the Haz. Household Substances List) at the MRW Facility, except e-waste and materials shown in Group 7.					High	SWD	Ongoing	
MRW5) Distribute CESQG standards and requirements more widely.					High	SWD and SHD	Ongoing	SHD is taking lead.
MRW6) Explore user fees for residential customers of the MRW Facility and mobile collection events.					High	SWD	Ongoing	Currently a fee for latex paint recycling.
MRW7) Implement a promotional campaign to address barriers that are preventing greater use of the MRW Facility.					High	SWD	Partly accomplished	Held two mobile collection events in southern part of county.
MRW8) Implement an environmentally preferable purchasing program to reduce use of toxic materials by County agencies.					High	SWD and other County departments	Accomplished	County implemented an Environmentally Preferable Purchasing and Utilization Policy.
MRW9) Conduct a survey to determine waste disposal practices for key MRW materials.					High	SWD	Not accomplished	
MRW10) Development of sector-specific business educational materials should be handled at the state level with distribution provided at the state and local level.					Medium	State	Not accomplished	
MRW11) An Envirostars or similar program will be resumed to provide recognition to businesses that are properly managing their wastes.					Medium	County	Accomplished	The County worked with Envirostars but determined that the program didn't meet the needs of SWD or the County. No longer participating in the program.
MRW12) A labeling program will be implemented in cooperation with retail outlets to highlight less-toxic products and to mark products that need to be disposed at the MRW Facility.					Medium	County, State, Federal and regional partners	Not accomplished	

VISION FOR THE FUTURE

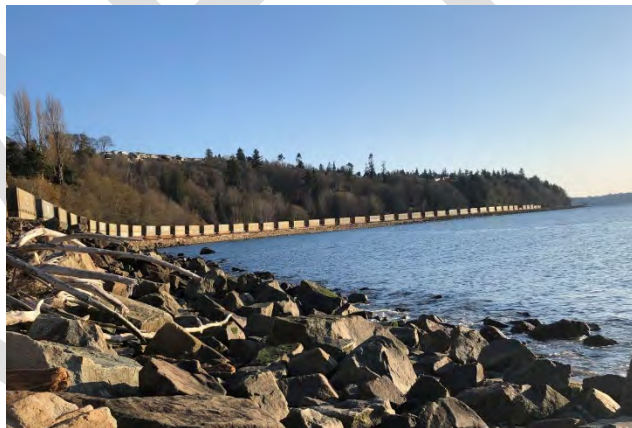
The vision for this update of the Snohomish County Solid Waste Management Plan is to continue moving toward a more sustainable future that is in line with other county and regional goals and policies. The Division anticipates that in the future, citizens will be generating less waste and handling the wastes they do generate differently than in the past. This will happen through alternative methods such as increased waste prevention, recycling, and outreach/education programs. It is not expected that this movement or shift will happen quickly or that it will be a path that replaces the current solid waste system. New approaches to waste management and new technologies must respect and build upon the previous work and programs that have been put in place and that have served the county and its citizens well for decades. The Solid Waste Division understands and respects that ultimately, it is up to the individual to decide what and how to consume, and will strive to provide a variety of environmentally and socially responsible disposal options that further the goals and policies of the County and the Puget Sound Region.

This vision is the underlying concept for the two major goals of this Plan:

GOAL I: Support actions to reduce climate change and promote sustainability.

GOAL II: Ensure efficient services for a growing and changing customer base.

These goals are reflected in the policies and related technical memorandums that are used in this Plan to consider additional programs and recommendations for enhancements to the solid waste system. These policies are shown below and are used in the technical memorandums.



Train on its way to the Roosevelt Landfill



Assorted recycling bins at SWRTS

GOAL I: SUPPORT ACTIONS TO REDUCE CLIMATE CHANGE AND PROMOTE SUSTAINABILITY

Policies

The following policies are adopted in this Plan to reduce climate change and promote sustainability.

- Policy 1-1, Climate Change – Support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change.
- Policy 1-2, Energy-from-Waste – Continue to monitor new and existing technologies for potential benefits to Snohomish County.
- Policy 1-3, Waste Prevention – Continue to offer and develop programs that encourage waste prevention.

Recommendations

The following recommendations are proposed in this Plan to reduce climate change and promote sustainability.

Climate Change

- CC1)** Continue to participate in County climate change initiatives.
- CC2)** Evaluate and study life cycle related issues.
- CC3)** When conducting operational improvements at Division facilities, evaluate potential energy-saving opportunities.

Energy from Waste

- E1)** The County should continue to monitor developments and progress in EfW including new technologies, pilot projects, facility procurements and operating track records, and other projects in the region.

Waste Prevention

- WP1)** Increased use of social media and promotion of waste exchanges will be conducted.
- WP2)** Snohomish County will coordinate and collaborate with WACSWM on product stewardship and waste prevention measures.
- WP3)** The impacts and results of waste prevention efforts will be identified and monitored.

GOAL II: ENSURE EFFICIENT SERVICES FOR A GROWING AND CHANGING CUSTOMER BASE

Policies

The following policies are adopted in this Plan to ensure efficient services for a growing and changing customer base.

- **Policy 2-1, Recycling** – Continue to offer and develop programs that encourage recycling.
- **Policy 2-2, Organics** – Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.
- **Policy 2-3, Waste Collection** – Provide a variety of equitable and efficient collection services to County residents and businesses that are in line with the Division's other goals and policies.
- **Policy 2-4, Waste Transfer** – Provide a variety of equitable and efficient waste transfer services to County residents and businesses that are in line with the Division's other goals and policies.
- **Policy 2-5, Waste Disposal** – Continue to evaluate and monitor waste disposal options and services that meet customer needs and are in line with other goals and policies of the Solid Waste Comprehensive Plan.
- **Policy 2-6, Outreach and Education** – Meet required educational components mandated by the State of Washington.
- **Policy 2-7, Administration and Regulation** – Ensure that administrative services and regulatory activities provide adequate support for policies and programs undertaken by the Division.
- **Policy 2-8, Moderate Risk Waste** – Continue efforts to reduce the generation and toxicity of moderate risk waste, and to ensure that convenient, cost effective and sustainable options for its safe management are available.

Recommendations

The following recommendations are proposed in this Plan to ensure efficient services for a growing and changing customer base.

Recycling

- R1) Collaborate and coordinate with WACSWM and other regional partners/jurisdictions on the standardization, simplification and implementation of core recycling principles and programs.
- R2) Implement expanded education campaigns related to recycling issues.
- R3) Evaluate the impacts and possible implementation of a user-pay system for recyclables collected at Snohomish County solid waste facilities.
- R4) Promote SWAC benefits and involvement to area recyclers.

Organics

- O1) The County should participate in a regional effort to provide consistent messages for organics related initiatives.

- O2)** Organics program priorities need to be defined.
- O3)** Partner with the WSU Extension Service and revenue sharing agreement partners (if the funding exists) to provide education services that align with Division priorities.

Waste Collection

- C1)** Strategize and collaborate with G-certificated haulers on how to increase curbside collection participation.
- C2)** Engage SWAC for waste collection issues.

Waste Transfer

- T1)** Upgrade the Dubuque Road DB to meet the demands of capacity and population growth in central Snohomish County.
- T2)** Expand Intermodal Yard if additional capacity is needed there.
- T3)** Evaluate the use and operation of the vector decant facility.

Waste Disposal

- D1)** Establish policies and guidelines for appropriate uses of closed landfills.
- D2)** Continue enforcement of the flow control elements of the revised County Code.

Outreach and Education

- O&E1)** Snohomish County should participate in a regional effort to provide more consistent messages for solid waste programs and issues.
- O&E2)** Greater efforts will be made to extend recycling outreach to a diverse audience.
- O&E3)** Continue partnership with the WSU Extension Service to provide educational services to Snohomish County that align with Division priorities.
- O&E4)** Alternative funding sources for public outreach and education should be explored.
- O&E5)** Division staff should define educational program priorities.

Administration and Regulation

- A&R1)** Snohomish County SWD should implement division-wide continuous improvement projects and report back to SWAC on implemented improvements or operational changes.
- A&R2)** Snohomish County SWD should review programs and activities annually to explore program modifications that could increase the effectiveness of waste prevention, recycling, greenhouse gas reduction and other programs.
- A&R3)** Snohomish County SWD will collaborate and coordinate program endeavors with regional partners to increase standardization and improve responses to solid waste issues.
- A&R4)** Snohomish County SWD will review existing county code, how it relates to current endeavors, and suggest/implement appropriate changes to align with Division programs.

A&R5) Snohomish County SWD will work with the cities to renew the Interlocal Agreement for solid waste management.

Moderate Risk Waste (MRW)

- MRW1)** Public education programs for household hazardous wastes will be conducted through collaboration with other agencies and groups.
- MRW2)** Implement MRW oriented continuous improvement projects and report back to SWAC on implemented improvements or operational changes.
- MRW3)** Explore user fees for residential customers of the MRW Facility and mobile collection events.
- MRW4)** A promotional campaign will be implemented to identify and address barriers that are preventing greater usage of the MRW Facility.
- MRW5)** Engage in regional and statewide coordination and collaboration efforts.
- MRW6)** Continue partnership with the WSU Extension Service to provide educational services specific to the MRW facility and HHW.
- MRW7)** Review and update the MRW Facility's O&M manual to align with current programs and equipment standards and practices.

NEXT STEPS

Implementation Plan

The next step for the Snohomish County Solid Waste Division is to implement the recommendations of this Plan. Table 2 lists all of the Plan recommendations, identifies the implementing organization and the estimated year(s) of execution. More information and discussion on all of the recommendations can be found in the individual technical memorandums.



Assisting customers at the MRW facility



ECUP trailer loaded with abandoned vehicles

Table 2. Six-Year Implementation Schedule								
Recommendation	Implementation Responsibility	Year of Implementation					2025	2026
		2021	2022	2023	2024	2025		
Climate Change CC1) Continue to participate in County climate change initiatives.	County	X	X	X	X	X	X	X
CC2) Evaluate and study life cycle related issues.	County				X	X	X	X
CC3) When conducting operational improvements at Division facilities, evaluate potential energy-saving opportunities.	County							
Energy from Waste E1) The County should continue to monitor developments and progress in EfW including new technologies, pilot projects, facility procurements and operating track records, and other projects in the region.	County							
Waste Prevention WP1) Increased use of social media and promotion of waste exchanges will be conducted.	County and Service-Providers							
WP2) Snohomish County will coordinate and collaborate with WACSWM on product stewardship and waste prevention measures.	County							
WP3) The impacts and results of waste prevention efforts will be identified and monitored.	County and Service-Providers	X	X	X	X	X	X	X
Recycling R1) Collaborate and coordinate with WACSWM and other regional partners/jurisdictions on the standardization, simplification and implementation of core recycling principles and programs.	County and Cities							

Table 2. Six-Year Implementation Schedule							
Recommendation	Implementation Responsibility	Year of Implementation					
		2021	2022	2023	2024	2025	2026
R2) Implement expanded education campaigns related to recycling issues.	Service-Providers						Ongoing
R3) Evaluate the impacts and possible implementation of a user-pay system for recyclables collected at Snohomish County solid waste facilities.	County				X	X	
R4) Promote SWAC benefits and involvement to area recyclers.	County and Service Providers	X	X	X	X	X	X
Organics							
O1) The County should participate in a regional effort to provide consistent messages for organics related initiatives.	County and Service-Providers						Ongoing
O2) Organics program priorities need to be defined.	County	X	X	X	X	X	X
O3) Partner with the WSU Extension Service and revenue sharing agreement partners (if the funding exists) to provide education services that align with Division priorities.	County						Ongoing
Waste Collection							
C1) Strategize and collaborate with G-certificated haulers on how to increase curbside collection participation.	County and Service-Providers			X	X		
C2) Engage SWAC for waste collection issues.	County						Ongoing

Table 2. Six-Year Implementation Schedule												
Recommendation	Implementation Responsibility	Year of Implementation										
		2021	2022	2023	2024	2025	2026					
Waste Transfer T1) Upgrade the Dubuque Road DB to meet the demands of capacity and population growth in central Snohomish County.	County							Ongoing				
T2) Expand Intermodal Yard if additional capacity is needed there.	County										X	
T3) Evaluate the use and operation of the vector decant facility.	County							Ongoing				
Waste Disposal D1) Establish policies and guidelines for appropriate uses of closed landfills.	County									X	X	
D2) Continue enforcement of the flow control elements of the revised County Code.	County							Ongoing				
Outreach and Education O&E1) Snohomish County should participate in a regional effort to provide more consistent messages for solid waste programs and issues.	County and Cities							Ongoing				
O&E2) Greater efforts will be made to extend recycling outreach to a diverse audience.	County and Service Providers							Ongoing				
O&E3) Continue partnership with the WSU Extension Service to provide educational services to Snohomish County that align with Division priorities.	County							Ongoing				
O&E4) Alternative funding sources for public outreach and education should be explored.	County							Ongoing				

Table 2. Six-Year Implementation Schedule								
Recommendation	Implementation Responsibility	Year of Implementation						
		2021	2022	2023	2024	2025	2026	
O&E5) Division staff should define educational program priorities.	County		X	X				
Administration and Regulation								
A&R1) Snohomish County SWD should implement division-wide continuous improvement projects and report back to SWAC on implemented improvements or operational changes.	County			Ongoing				
A&R2) Snohomish County SWD should review programs and activities annually to explore program modifications that could increase the effectiveness of waste prevention, recycling, greenhouse gas reduction and other programs.	County	X	X	X	X	X	X	
A&R3) Snohomish County SWD will collaborate and coordinate program endeavors with regional partners to increase standardization and improve responses to solid waste issues.	County			Ongoing				
A&R4) Snohomish County SWD will review existing county code, how it relates to current endeavors, and suggest/implement appropriate changes to align with Division programs.	County	X	X					
A&R5) Snohomish County SWD will work with the cities to renew the Interlocal Agreement for solid waste management.	County and Cities	X	X	X				
Moderate Risk Waste (MRW)								
MRW1) Public education programs for household hazardous wastes will be conducted through collaboration with other agencies and groups.	County			Ongoing				

Table 2. Six-Year Implementation Schedule								
Recommendation	Implementation Responsibility	Year of Implementation						
		2021	2022	2023	2024	2025	2026	
MRW2) Implement MRW oriented continuous improvement projects and report back to SWAC on implemented improvements or operational changes.	County			Ongoing				
MRW3) Explore user fees for residential customers of the MRW Facility and mobile collection events.	County		X	X				
MRW4) A promotional campaign will be implemented to identify and address barriers that are preventing greater usage of the MRW Facility.	County				X	X		
MRW5) Engage in regional and statewide coordination and collaboration efforts.	County			Ongoing				
MRW6) Continue partnership with the WSU Extension Service to provide educational services specific to the MRW facility and HHW.	County			Ongoing				
MRW7) Review and update the MRW Facility's O&M manual to align with current programs and equipment standards and practices.	County			Ongoing				



New electric yard goat at ARTS

Each year during the annual budget process, work plans will be prepared by the Solid Waste Division that describe the recommended programs and actions to be implemented in the upcoming fiscal year for County Council consideration. The work plans will include the estimated staff resources, budget required, and any rate impacts for implementation and the projected results.



Vactor Decant Waste Facility at Cathcart

Further efforts to plan for realistic implementation of Plan recommendations and to track progress will include an annual report prepared by the Solid Waste Division and presented to the County Council. This annual report will include the following:

- Prior year's goals and accomplishments
- Quantitative / measurable results
- Upcoming year's goals and expected results
- Recommendations for any Plan updates or modifications over the next 5 years

Six-Year Capital Acquisition Plan

Chapter 70A.205 RCW requires the Plan to project the anticipated cost of solid waste construction and capital acquisition programs for a six-year period. The Division's capital programs are focused primarily on facility repair and maintenance projects and the purchase of a few additional pieces of equipment. Table 3 outlines the significant anticipated capital acquisitions and improvements for the next six years.

Table 3. Six-Year Capital Acquisition Plan							
Project or Acquisition	Estimated Cost	Notes	Year of Implementation				
			2021	2022	2023	2024	2025
Sisco Landfill Closure	\$ 5,000,000	As part of a settlement agreement, the County will use restricted third-party funds to pay for closure of the Sisco Landfill in accordance with state and local regulations. Design and permitting began in 2017. Permitting will continue through 2020 with construction beginning in 2022.					
Scale Automation Software Upgrade	\$ 200,000	The Division will proceed with a Request for Proposals (RFP) and acquisition of a new scale software system in 2022. The existing system, servicing all Division facilities, has been in operation for over 30 years. The system has been stable and reliable; however, many of the programming and report functions are no longer compatible with current IT systems and computer processing technology. Upgrading the software system would be a benefit to both the Division and its customers.	X	X	X	X	
Drop Box Improvements	\$ 6,000,000	The Division's aging rural drop box sites need repair. Such repairs include maintenance of site retaining walls and parking lot surface treatments. Additionally, with continued development in the eastern part of the County, the Division will develop plans to address the solid waste needs in this part of the County.	X	X	X	X	X
North County Recycling and Transfer Station (NCRTS) Compactor Replacement	\$ 2,000,000	One of the compactors at NCRTS has reached the end of its useful life and needs to be replaced. The Division will work with the selected vendor to ensure replacement of the compactor will have minimal interruption in service to customers at the NCRTS facility.	X				

Table 3. Six-Year Capital Acquisition Plan								
Project or Acquisition	Estimated Cost	Notes	Year of Implementation					
			2021	2022	2023	2024	2025	2026
Supervisory Control and Data Acquisition (SCADA) Modernization	\$ 500,000	The present technology used to remotely monitor and control system for management of closed landfills and transfer stations is dated and experiencing failures. These systems require an update to ensure compliance with state and local regulatory agencies.						
Airport Road Recycling and Transfer Station (ARTS) Scale Replacement	\$ 2,000,000	The ARTS scales have been in service since 2003 and are used for commerce (fee based on weight). They are at the end of their useful life and require replacement. Scales will be replaced sequentially to maintain normal operations during this project.	X	X	X			
Southwest Recycling and Transfer Station (SWRTS) Pavement Resurfacing	\$ 250,000	The trailer parking lot at the SWRTS has been in operation since 2003, with minimal repairs and maintenance. With the volume of truck traffic and trailer movement in this area it is now showing signs of wear that include "alligator" cracking and patched areas and needs to be replaced.	X					
Contingency funding	\$ 350,000	Funding to support repairs for unanticipated equipment failures.	X	X	X	X	X	X

Only one recommendation being made in this Plan leads to “construction and capital acquisition” costs. The Transfer (T1) recommendation for drop box improvements in East County is more conceptual at this point and not defined well enough to identify specific capital costs for this endeavor. This and other capital costs will be funded by tipping fees.

Twenty-Year Implementation Program

Solid waste management in Snohomish County will continue to evolve based on changes in population, demographics, the local, state, and national economy, regulations, and advancements in waste handling and recycling systems. Because this Plan is being developed during a pandemic and is still under the influence of international market and recycling uncertainties, it is particularly difficult to project waste generation and the resultant need for additional facilities and programs. It must be recognized that some amount of flexibility will be needed to see Snohomish County and their partners through the next few years and into the next twenty years.

Procedures for Amending the Plan

This Plan is meant to be dynamic. It is not intended that the Plan sit for the next five years, and then to be totally revised. While the Plan’s mission and goals are expected to remain the same, the Plan is designed upon the assumption that information will be updated gradually, and the action plan will be altered appropriately in a timely manner.

The mechanism to facilitate modifications and revisions has the following goals:

- For minor modifications, which are modifications that do not affect the basic goals or direction of the Plan, allow the plan to be modified relatively easily when circumstances require change.
- Allow the Solid Waste Advisory Committee (SWAC) to maintain its role as advisory to the Solid Waste Division and the County Council as defined in bylaws, County code, and state legislation.
- Allow cities and towns to maintain their desired level of control over Plan modification.
- Keep all players involved to ensure that there is political dialogue for minor Plan modifications and consensus for major modifications.

The following steps will be used to revise and modify this Plan:

- 1) This Plan anticipates that the activities in the Six-Year Implementation Schedule (see Table 2) will be undertaken, but that, as circumstances change, it may be beneficial to deviate from the planned activities in order to better achieve one or more of the Plan’s goals. Deviating from one or more activities in the Six-Year Implementation Schedule is defined as a minor plan revision, and in such cases the County will:
 - a) explain in writing how the deviation will better contribute to accomplishing one or more of the Plan’s goals;
 - b) notify all cities and towns;

- c) notify and give the public an opportunity to comment, either prior to, or at a regular SWAC meeting;
- d) notify Ecology of the proposed modification;
- e) discuss the issue with SWAC; and
- f) schedule a County Council vote on the modification no less than 60 days after the public, cities and towns, and SWAC have been notified. It is expected that the 60-day period will be used by SWAC members and the public to notify their respective cities and towns or interest groups of the proposed modification, and for opinions concerning the modification to be conveyed to the County Council.

- 2)** Decisions to either undertake actions outside the Six-Year Implementation Schedule or that alter the Plan's Vision, major goals, or policies, will be defined as major plan revisions. In such instances a full approval process will be required.

Implicit in the development and adoption of this Plan is the understanding that in the future, the County may need to take emergency action for various reasons, and that these actions can be undertaken without the need to amend this Plan beforehand. In this case, Snohomish County staff will endeavor to inform the SWAC and other key stakeholders as soon as feasibly possible, but not necessarily before new actions are implemented. If the emergency results in permanent and significant changes to the Snohomish County solid waste system, an amendment to this Plan will be prepared in a timely fashion. If, however, the emergency actions are only undertaken on a temporary or short-term basis, an amendment will not be considered necessary. Any questions about what actions may be considered "temporary" or "significant" should be brought to the SWAC for their advice and then presented to the County Council for review and decision.

TECHNICAL MEMORANDUMS

Climate Change and Sustainability

Waste Prevention

Recycling

Organics

Waste Collection

Transfer

Disposal

Energy from Waste

Outreach and Education

Administration and Regulation

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CLIMATE CHANGE AND SUSTAINABILITY

SUMMARY

This technical memorandum discusses the existing programs that Snohomish County and the Solid Waste Division are using to reduce greenhouse gas emissions. It also identifies relevant planning issues and evaluates alternative strategies. The evaluation of alternatives is based on a qualitative assessment by Solid Waste Division staff, County Solid Waste Advisory Committee members and the Plan's consultants based on professional knowledge and experience in other jurisdictions.

This technical memorandum recommends that the Division participate in ongoing County climate change and sustainability initiatives, and look for ways to further improve programs and facilities.

BACKGROUND

The primary role of the Solid Waste Division (the Division) is to ensure the environmentally sound and cost-effective management of solid waste produced within Snohomish County. To accomplish this, the Division implements policies and programs that impact the environmental health of the region. These policies and programs should be based on ecologically sound principles that reflect the values of county residents and that preserve their quality of life.

Because of the public's concern about the impacts of global warming on environmental and human health, government bodies including Snohomish County, some communities within the county, and the State of Washington have adopted policies to reduce their emissions of greenhouse gasses (GHG) that would otherwise contribute to climate change and global warming.

Solid waste management can play a key role in executing the County's policies and programs to reduce GHG emissions and promote sustainability.

Goals for Climate Change

Snohomish County is committed to environmental protection, conserving resources and reducing GHG emissions. Current government endeavors include the Sustainable Operations Action Plan (SOAP), developing a new Green and High Performance Building policy and a new Green Fleet policy. In the Solid Waste Division, this will be accomplished by maintaining and expanding current programs, as well as by establishing new programs and partnerships throughout the county.

Goals and policies that are specific to climate change include:

- Goal 1: Support actions to reduce climate change and promote sustainability.
- Policy 1-1, Climate Change: Support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change.
- Related policies from other technical memorandums:
 - o Policy 1-2, Energy from Waste: Continue to monitor new and existing technologies for potential benefits to Snohomish County.
 - o Policy 1-3, Waste Prevention: Continue to offer and develop programs that encourage waste prevention.
 - o Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.

EXISTING PROGRAMS AND ACTIVITIES

County Climate Change Initiatives

Snohomish County opened an Office of Energy and Sustainability in 2010 to help lead and manage environmental conservation efforts, including climate change mitigation, adaptation and resiliency, for government operations and the community. In the last ten years, the County has made big strides in these areas, however there is much more work to do to address the urgency of climate change.

In February 2019, the County Council and Executive Somers issued Joint Resolution 19-006 committing the County to achieving 100% clean energy in County operations by 2045. JR 19-006 outlines several key action items such as requiring all new County facilities to achieve LEED Gold Certification, establishing a dedicated energy efficiency fund in the annual budget, and plan to transition County operations off of fossil fuels.

Additionally, in 2019 the County launched a new Climate Action Advisory Committee that will provide guidance on the County's [2020 Sustainable Operations Action Plan \(SOAP\)](#), and a new community climate action and environmental stewardship plan. Both the 2020 SOAP and subsequent countywide climate action plan will address strategies for climate change mitigation (i.e., reducing GHGs) and climate adaptation and resiliency (i.e., preparing for the impacts of climate change).

Some key accomplishments of the Office of Sustainability include:

- The County is on-track to meet its 20% greenhouse gas emissions reduction goal by 2020 for government operations.
- 24 new electric vehicle charging stalls were installed at various County facilities.

- The County's Energy Smart Loan Program assisted over 1,400 customers make their homes more energy efficient and comfortable; saving enough energy to power over 267 homes for a year and providing more than \$17 million in work for local contractors.
- The County's Savvy Septic Program assisted more than 630 homeowners with a rebate, low-income grant, or low interest loan to repair, replace, or conduct maintenance on their septic systems.
- The County is a founding member of the new regional Puget Sound Climate Preparedness Collaborative to better address climate change preparedness and resiliency.
- The Public Works Department piloted new software to better plan and prepare for climate change impacts across a diverse portfolio of road, bridge, and other infrastructure projects.
- The County's Zero Waste Fair initiative has reduced the total waste from the Evergreen State Fair by about 45% (or about 50 tons) annually since it started in 2014. Approximately 350,000 people attend the twelve day Fair each year, generating about 120 tons of waste.

More information can be found on the County's website for the Office of Energy and Sustainability, at <https://snohomishcountywa.gov/2596/Plans-Policies-Reports>.

In addition to the County-wide programs, the Division continues to develop and offer programs that encourage the reuse and recycling of materials by its citizens and businesses. The Division continually reviews its own operations, programs, and facilities to ensure that its actions promote sustainability and help to reduce climate change. Solid Waste staff also participate on the Green Building and Green Fleet project teams.

County Biodiesel Initiative

Snohomish County adopted an initial goal of reducing community GHG emissions by 20% below 2000 levels by the year 2020. In 2005, County Fleet Management committed to burning cleaner fuels in its diesel vehicles. The first step was to switch to biodiesel B-20 (20% from non-petroleum feedstock) in road maintenance trucks, solid waste trucks and off-road vehicles. Since that time, the entire County diesel fleet has been converted to run on biodiesel. The blend of biodiesel varies with seasonal temperature fluctuations to prevent thickening ("gelling") of the fuel.

Alternatives to (Backyard) Burning

The goal of the alternatives to burning program is to develop infrastructure that is financially sustainable and that will provide alternatives to backyard burning of residential yard and woody debris in the Town of Darrington. The Town, Puget Sound Clean Air Agency, Hampton Lumber and Snohomish County Solid Waste have worked collaboratively for the last 12 years to offer a free "alternative to burning" (ATB) program to valley and town residents, which includes wood waste recycling at the Hampton log

yard and yard debris recycling at the Darrington airport. Collectively the program has diverted over 20,000 cubic yards of wood and yard debris (see the Organics technical memo for more details).

Burning a ton of wood waste (hog fuel) in a boiler to make steam produces roughly the same amount of CO₂ as backyard burning a ton of wood waste. There is, however, a significant benefit in that the hog fuel replaces fossil fuel (e.g. oil or natural gas) that would otherwise have been burned to generate the steam. In turn, this avoids introducing ancient, fossil-source CO₂ into the atmosphere. In addition, burning wood at a central facility with an air pollution control permit will produce fewer other emissions than numerous small backyard burners without emission controls spread over a wide geographic area.

Solid Waste Division Facilities

The Division owns and operates four transfer stations, three drop box sites, one Moderate Risk Waste (MRW) Facility, and the vector decant facility. These facilities provide an opportunity to share environmental information with the public and to demonstrate programs aimed at sustainability and GHG reduction.

The Division is constantly looking for ways to make energy efficient improvements at their facilities. In 2010, the Division began energy efficiency improvement upgrades to the leachate pretreatment facility at Cathcart, the Airport Way Recycling and Transfer Station (ARTS), and the Southwest Recycling and Transfer Station (SWRTS). These improvements include lighting upgrades to more efficient fluorescents as well as improving the energy efficiency of the aerators used to operate the lagoons. It is estimated these improvements will save approximately 800,000 kilowatt hours per year.

Most recently, in 2020, the Division installed a new heating and cooling system at the leachate pretreatment facility that serves the closed Cathcart landfill on the Cathcart Way Operations Center campus. The new air handler system is estimated to save approximately 13,935 kWh/year and an annual savings of \$1,184.

In November 2020, the Division replaced two aging MSW compactors at the Southwest Recycling and Transfer Station (SWRTS). The two compactors in service since 2003 were replaced with new variable speed drive (VSD) devices. In 2013, Seattle City Light conducted an energy audit of trash compactors with VSD. The tonnage estimations and compactor types that were evaluated by the City are quite similar to the existing SWRTS machines. By comparing the old compactor technology against VSD compactors, the City estimated the energy savings would be approximately 194,336 kWh/year (Seattle Public Utilities 2013). The estimates used at the City of Seattle South Transfer Station reflect processing about 40,000 tons more per year than SWRTS, but still provide a useful estimate as to the potential energy savings of compactors utilizing variable drives.

One of the compactors at the North County Recycling and Transfer station is scheduled to be replaced in 2021 with the same model as SWRTS.

Solid Waste Division Operations

While facilities can have features that promote sustainability, so can selected operational practices. The items below highlight some of the more prominent activities the Division has undertaken:

- The Division is currently utilizing a variety of electric vehicles for operations, including electric forklifts and yard goats. County Fleet is also evaluating the use of electric backhoes and loaders for solid waste operations. The MRW facility is scheduled to replace a current box truck with an electric version in 2021.
- Snohomish County currently rail-hauls its MSW to the Roosevelt Regional Landfill near the town of Roosevelt in Klickitat County. Shipping waste by rail uses less fuel per ton-mile than trucking and emits fewer GHG per ton. In addition, the Regional Landfill collects the methane produced by the decomposing garbage and this gas is sold to Puget Sound Energy as renewable natural gas.
- The Division has utilized GPS on its short-haul and roll-off trucks to ensure efficient routes and reduced idling since 2007.

PLANNING ISSUES

Near-Term Planning Issues

Current issues related to climate change include:

- Solid waste haulers do not pick up materials from every house or commercial entity that they pass on their routes. If collection were mandatory, residents would no longer self-haul waste and recyclables to a transfer station. GHG emissions would be drastically reduced, as a single garbage truck could replace over sixteen pickup trucks. Increased curbside collection is addressed in more detail in the Waste Collection Technical Memo.
- There is a need for better goals and metrics for monitoring County impacts related to climate change.
- Continuing to collaborate with County Departments on climate change and sustainability initiatives will lead to more effective programs and results.
- Current Division facilities have room for improvement in regard to greenhouse gas emissions and sustainability. The Division will continue to evaluate facility maintenance, upgrades and retrofits that stress sustainability and reduce GHG emissions. This includes purchasing and/or incorporating recycled or sustainably produced construction materials into facility repairs or improvements consistent with other Division and Snohomish County environmentally preferable purchasing policies and practices.

Long-Term Planning Issues

- The Solid Waste Division is interested in understanding the impacts of life cycle assessment (the compilation and evaluation of the inputs, outputs and the potential environmental impacts of a product system throughout its life cycle) and the differences between product development versus production could greatly influence and impact local GHG production for Snohomish County residents.

ALTERNATIVES

Alternative A – Collaborate with County Climate Change Initiatives

The Office of Energy and Sustainability leads many climate change initiatives throughout the County. The Solid Waste Division could continue to work with them to support and provide expertise for climate change endeavors.

Alternative B – Conduct Product Life Cycle Assessments and Evaluate their Impacts on Snohomish County

The Division could investigate the principles of life cycle assessment and product development/disposal as it relates to climate change and GHG initiatives in Snohomish County.

Alternative C – Evaluate Energy-Saving Opportunities

As new projects are developed, specific energy-saving opportunities could be identified and evaluated using a cost-benefit analysis, including evaluating the trade-offs between energy savings and other environmental or social costs.

RECOMMENDATIONS

The following recommendations are being made for climate change programs:

CC1) Continue to participate in County climate change initiatives.

CC2) Evaluate and study life cycle related issues.

CC3) When conducting operational improvements at Division facilities, evaluate potential energy-saving opportunities.

Snohomish County Solid Waste Division would be in a supporting role for Recommendation CC1. Evaluating product life cycle could be a local or regional effort. The Division would be the lead agency for Recommendation CC3.

The above recommendations could require a substantial amount of staff time. All of these recommendations can be implemented beginning immediately or in the next few years.

REFERENCES

Seattle Public Utilities 2013. *Trash Compactors with Variable Speed Drives*. Prepared by Seattle City Light, November 2013.

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WASTE PREVENTION

SUMMARY

Waste prevention is an important aspect of resource management because not creating waste preserves the intrinsic value of manufactured and natural products, avoids the need for collection and processing of materials that would otherwise be treated as recyclables or wastes. For these and other reasons, it is the highest priority activity in the waste management hierarchy.

The recommendations made in this technical memo address the need to conduct more social media oriented waste prevention measures, collaborate with regional partners to advance waste prevention measures and to develop methods to monitor the results of waste prevention efforts.

BACKGROUND

A clear definition for “waste prevention” has not been adopted in Washington State. There is a definition for “waste reduction,” which is defined to include activities and programs that reduce the amount of waste generated and also activities and programs that reduce the toxicity of wastes that are generated. The term “waste prevention” is used here to allow a focus on solid wastes. Programs addressing toxic wastes are described in the [Moderate Risk Waste plan](#) (see Appendix B).

Effective waste prevention requires a new way of thinking about how we consume and discard items. Waste prevention is the least expensive way of handling materials that would otherwise become garbage. The potential savings from waste prevention exist everywhere along the production chain from not using resources to produce, ship, package, and discard materials.

Goals and Policies for Waste Prevention

Goals and policies specific to waste prevention include:

- Goal 1: Support actions to reduce climate change and promote sustainability.
- Policy 1-3, Waste Prevention: Continue to offer and develop programs that encourage waste prevention.
- Related policies from other technical memorandums include:
 - o Policy 1-1, Climate Change: Support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change.

- o Policy 2-2, Organics: Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.
- o Policy 2-8, Moderate Risk Waste: Continue efforts to reduce the generation and toxicity of moderate risk waste and to ensure that convenient, cost effective and sustainable options for its safe management are available.

Regulations for Waste Prevention

Washington State's goal of 50% recycling, composting and waste reduction must be addressed in solid waste plans, but each county is expected to set their own goal based on local conditions and constraints.

Waste reduction has the highest priority according to the waste management hierarchy established by State law ([RCW 70A.205.005 \(8\)](#)).

EXISTING PROGRAMS AND ACTIVITIES

Overview of General Waste Prevention Methods

Reduce: There are many ways of keeping a product or material from becoming a waste. The following list hints at the range of options in this area:

- repair services
- on-demand manufacturing
- manufacturing practices that avoid waste
- office practices such double-sided printing and use of email

Reuse: There is a significant amount of activity in the area of reusing products. This occurs through non-monetary methods (gifts, donations, "hand-me-downs," etc.), a wide variety of personal and commercial retail activities, and also through services that clean, repair or rent various products. The following list provides examples of these activities:

- refilling services (such as printer cartridges)
- rental shops
- secondhand stores, bookstores and consignment shops
- person-to-person transfers (sales or gifts)
- internet auction websites (e-Bay and others)
- garage sales, want ads and swap meets
- antique and thrift stores
- pawn shops
- clothing and food banks
- material exchanges
- linen and diaper cleaning services
- some pack-and-ship stores accept clean Styrofoam peanuts for reuse
- used car, truck and boat dealers, including auto wrecking and used parts dealers

Waste Prevention Methods Used in Snohomish County

More specific examples of how these are occurring in Snohomish County are discussed below.

Repair Cafes: The WSU Extension services hosts Repair Cafes that have been very well attended. The Repair Cafes are free. Participants bring broken items and WSU volunteers bring their skills to help fix the items. They also teach participants how to fix their own items. Activities include small appliance repair, bicycle maintenance, sewing, leatherworking and more. Snohomish County WSU Extension Education Center, in cooperation with bike shops and textiles advisers, scheduled six repair cafes in 2020, although the Covid-19 pandemic will likely reduce the number of actual events.

Sustainable Stewards: The Division presented a class, in coordination with the WSU Extension service, to Sustainable Steward volunteers. The class focused on not buying what doesn't give value, eliminating excess consumption and thoughtful purchasing. This message was presented to the volunteers who are dedicated to making their lives more "green" and could be offered to a wider audience.

Computer Reuse: Working computer equipment can often be reused. This is better for the environment and, in addition, provides social benefits. Reused computers help close the "digital divide" by making equipment available at low cost or free to those with lower incomes, youth, non-profit organizations and aide programs. A number of E-cycle Washington collectors are engaged in computer reuse activities.

Redistribution of Food: There are a large number of non-profit food banks and hot meal programs in Snohomish County. These programs distribute food and meals to the food insecure. They rely on donated food, as well as purchasing food and supplies. Volunteers of America coordinates many of the donations to food banks and the Everett Hot Meals Coalition coordinates donation of highly perishable but still edible food. Both these organizations serve as a coordination point for the redistribution of food that would otherwise be landfilled or composted. See the Organics tech memo for more details.

Product Substitution: Examples of product substitution that lead to waste prevention include water bottles and refill stations, durable coffee cups, and reusable shopping bags. Reusable shopping bags are expected to become more common throughout Washington due to the recent statewide ban on single-use plastic bags.

On-Site Resource Management: This includes backyard composting (the composting of yard debris on the property where it was generated), which is typically defined as a waste prevention measure because it avoids treating yard debris as a waste. The County provides educational materials for on-site composting, and works with WSU Extension who trains Master Gardeners to encourage these types of practices.

In an industrial setting, raw materials or products are often reclaimed from floor sweepings or other activities. Again, this avoids treating materials as a waste. Another example in the industrial sector is the use of solvent stills that reclaim solvents.

Several examples of on-site management exist in the construction industry, one of the largest activities being on-site grinding and reuse of concrete and asphalt on that site.

Manufacturing and Packaging: “Lightweighting” of plastic and glass bottles and aluminum cans has been occurring for several years. Products themselves are being made lighter through the use of composite materials (for products such as planes and cars). Product stewardship approaches (as well as economic and corporate green initiatives) can drive waste prevention activities, including eliminating unneeded packaging, toxics and materials; uniformity of standard parts (such as recharging apparatus for cell phones); and education by manufacturers on refining purchasing to reduce waste. Manufacturing technologies that reduce waste includes new ways of setting dies so that more of a sheet of metal or plywood is used.

Public Education: Public education activities are often directed at waste prevention practices, and are an important tool for promoting waste prevention. Waste prevention is often accomplished by changing behavior (consumption patterns) so that new habits or practices are developed that generate less waste. These changes often require education and promotion of new ideas or methods.

There are 66 schools within Snohomish County that participate in the Washington Green Schools program. This is a web-based, five-level program to provide resources for schools to become certified as a Washington Green School. The program assists schools in assessing and taking actions regarding energy efficiency, recycling and waste prevention, toxics reduction and indoor air quality and water quality and conservation. There are many opportunities for cities to partner in this program, utilizing their own outreach efforts to achieve the same messages/goals as those in the program.

Waste Prevention Activities by State, Federal and International Agencies

Plastic Packaging: Senate Bill 5397 established a goal of achieving sustainable plastic packaging policies in Washington State. State legislators adopted a goal that all packaging sold in Washington will be 100% recyclable, reusable, or compostable, and that this packaging contains at least 20% postconsumer recycled material by 2025. This law required that the Department of Ecology conduct an independent study to gather data on the amount and types of plastic sold in the state, and the management and disposal of that plastic packaging. The report was issued in October 2020 and it identified several improvements that could be made for management of waste plastics.

Paint: As part of the new product stewardship program in Washington State, the paint industry is required to promote the idea that residents and businesses should avoid purchasing extra paint. This program is funded and operated by the paint industry.

State Solid and Hazardous Waste Plan: In the State plan, which is also known as the “Beyond Waste plan,” the State has a goal to increase the focus on manufacturing and use, not just end-of-life issues. This Plan promotes environmentally-preferred purchasing, independent, third-party certifications and labels, and enabling more reuse of materials and products.

The plan also has a goal to reduce toxic threats in products and industrial processes. The Plan encourages less toxic products and industrial processes through better design. Working with stakeholders, Ecology plans to establish continuous improvement goals for waste reduction, reuse, and recycling (including for organic materials) that promote highest and best use of materials, based on economic, environmental and human health criteria, and to account for regional differences across the state.

Sustainable Consumption: The Sustainable Consumption and Production (SCP) and Sustainable Industrial Policy Action Plan addresses European Union goals for environmental sustainability, economic growth, and public welfare. By improving the overall environmental performance of products throughout their life-cycle and supporting the development of more sustainable products and production technologies, it seeks both to foster resource conservation and resource efficiency. The United States does not have a formal national policy or strategy for sustainable consumption and production or for sustainable development. The U.S. Environmental Protection Agency (EPA) sponsors numerous sustainability programs for the built environment, water, ecosystems and agriculture, energy, and materials and toxics. The Network for Sustainability is a voluntary, collaborative network of Federal agencies in the Western United States focused on fostering and furthering the concept of sustainability within the government. Some American counties and cities have initiated sustainability strategies.

Private Sector Waste Prevention Activities

Many private companies have implemented waste prevention practices. Starbucks has made substantial progress in reducing the impact of waste generated in their stores through cup innovation and improved packaging design, advocacy for local recycling infrastructure, and offering reusable cups. In 2019, Costco deepened their focus on packaging and are developing a global packaging and plastic plan that addresses many aspects of business including reducing the amount packaging, educating employees and increasing the recyclability and compostability of all packaging. Albertsons Companies announced that 100% of its Own Brands packaging will be recyclable, reusable, or industrially compostable by 2025, and they have pledged to reduce plastic waste throughout the company. The new commitment furthers the circular economy for packaging at the company's 2,300 Albertsons, Safeway, Vons, Jewel-Osco, Tom Thumb, Shaw's, Star Market, ACME Markets, Randalls, Haggen, and other banner stores.

Walmart has announced that it will work with its U.S. private brand suppliers on the following commitments:

- seek to achieve 100% recyclable, reusable or industrially compostable packaging for its private brand packaging by 2025;
- target at least 20% post-consumer recycled content in private brand packaging by 2025;
- label 100% of food and consumable private brand packaging with the How2Recycle® label by 2022;

- work with suppliers to eliminate PVC in general merchandise packaging by 2020; and
- reduce private brand plastic packaging when possible.

Amazon has eliminated packing with Styrofoam and now uses “air pillows” and various types of paper packing. Amazon is also experimenting with returnable packaging. Other companies are using reusable pallets, including in some cases where the pallets are leased to companies by the manufacturer. In other cases, shipping boxes are designed to be converted into display cases for the products being shipped.

PLANNING ISSUES

Waste prevention is supposed to be the highest priority on the waste management hierarchy. Effective waste prevention will require a new way of thinking about consumption and disposal. There are numerous regulatory and cultural barriers to making such changes. Overcoming these barriers will require special attention to what stands in the way of discarding less.

Near-Term Planning Issues

Current issues related to waste prevention include:

- County and city employees have limited funds and staff to promote waste prevention efforts. A new source of funding needs to be identified.
- Better strategies are needed for communicating with the public. Waste prevention outreach needs to be developed and implemented.
- Measuring the results of waste prevention programs is difficult, and hence it is difficult to demonstrate the overall cost-effectiveness of programs. The results of specific waste prevention methods are sometimes easier to measure, but still pose a challenge for demonstrating cost-effectiveness. A more effective, simple and easily digestible method of interpreting and evaluating campaign or program data needs to be developed.

Long-Term Planning Issues

Emerging long-term issues related to waste prevention include:

- Despite its high priority, waste prevention is a difficult topic for municipalities to address because it often requires either additional public education efforts (which are costly) or mandatory requirements (which are usually unpopular). Some activities may also be interpreted as anti-business (for programs targeting a reduction in use of a specific product).
- Additional product stewardship programs could increase waste prevention. Product stewardship can lead to waste prevention by spurring manufacturers to take an

increased interest in ease of disassembly, recyclability, repairability and related issues for their products.

ALTERNATIVES

Alternative A – Reduce Specific Products

This ongoing activity is most effectively done with other jurisdictions. Local governments are already working on the reduction of several specific products, such as looking for effective ways to ban or reduce junk mail. This alternative is based on the idea that more could be done in this area, and that aggressively identifying and pursuing this approach would have long-term benefits.

Alternative B – Promote Waste Exchanges

One method to reduce industrial and commercial waste is to encourage greater reuse of items and materials. This could be done through an established waste exchange or a local program. The participating jurisdictions could promote, develop, and monitor use of IMEX (Industrial Materials Exchange), the regional waste exchange managed by the Seattle-King County Department of Public Health. Other options for residential and commercial waste exchanges include online services such as Twitter, Facebook, OfferUp, Next Door, Freecycle and many others.

The success of any waste exchange program depends on how well it is managed and promoted. Advertisements in local newspapers and flyers are required to keep the waste exchange visible. Existing waste exchange listings could be made available to local trade associations and business groups. Those groups could be encouraged to subscribe to the listing independently. With good promotion, a waste exchange can be effective in reducing waste.

Most companies practice both source reduction and recycling of industrial wastes. If some businesses cannot achieve closed-loop recovery, some may be able to sell wastes as by-products. One business's waste stream could be a viable feedstock for some other company in a completely different industry. Similarly, businesses might be able to purchase lower-cost recycled materials from another company's residuals. There are a few industrial parks that are designed to facilitate these practices.

Alternative C – Continue to Monitor and Evaluate Legislation

A number of pieces of legislation were considered recently in Washington State that could increase waste prevention for specific products and materials. Snohomish County and the cities, through their own legislative contacts or through their involvement with groups such as the Washington Association of County Solid Waste Managers ([WACSWM](#)), could actively support bills for waste prevention activities. These bills could include right-to-repair laws, food labeling requirements, and requirements for food service products and packaging to be recyclable or compostable.

RECOMMENDATIONS

The following recommendations are being made for waste prevention programs:

WP1) Increased use of social media and promotion of waste exchanges will be conducted.

WP2) Snohomish County will coordinate and collaborate with WACSWM on product stewardship and waste prevention measures.

WP3) The impacts and results of waste prevention efforts will be identified and monitored.

Snohomish County will coordinate and collaborate with municipalities and regional organizations/business partners to provide guidance in implementing waste prevention programs.

The costs to implement these recommendations will primarily be staff time for planning and coordination, plus a small amount of additional public education and other expenses.

The schedule for implementing most of these recommendations is either ongoing or to conduct these activities in the next five years.

RECYCLING

SUMMARY

This technical memo addresses recycling activities in Snohomish County. “Recycling” refers to the transformation or remanufacturing of recyclable waste materials into usable or marketable materials for use other than landfill disposal, alternative daily (landfill) cover, industrial waste stabilizer, combustion or incineration. This *Snohomish County Comprehensive Solid and Hazardous Waste Management Plan* (or “Plan”) addresses recycling separately from reuse (where products or materials are used again in their existing condition, see the Waste Prevention technical memo) and organics (where composting or similar steps are required to convert materials into a product that indirectly, through plant growth, creates a similar material, see the Organics technical memo for more information). Proposed steps to reduce contamination in recycling programs are addressed here and also in the Contamination Reduction and Outreach Plan (see Appendix H).

Recycling systems have experienced severe challenges in the past few years due to the closure of Chinese and other international markets. The actions by the Chinese were in part due to increasing levels of contamination in the recyclable materials collected in and shipped to them from the U.S. This has forced recycling programs to reassess their approach. Snohomish County, like many others, are now placing a greater emphasis on making sure that the items collected for recycling are marketable, including eliminating materials with no or poor markets, stressing the need for recyclable materials to be clean and dry, and reducing contamination.

The recommendations made by this technical memo address the need for simplification and standardization of core recycling programs and principles in Snohomish County. Other recommendations address the need for enhanced education campaigns, evaluating the potential for user-pay recycling, and increased SWAC involvement for area recyclers.

BACKGROUND

Snohomish County’s existing (2017) recycling rate is estimated to be 63.9% (see Appendix D for more details). This figure has increased from 48.8% in 2009 (the figure shown in previous solid waste plan), and is based on the annual recycling survey conducted by the Washington Department of Ecology (Ecology). Most of this increase is due to construction and demolition (C&D) materials, which previously were not counted in the recycling rate. As shown in Appendix D (see Table 2 in Appendix D), the amount of C&D materials measured by Ecology in 2017 was 493,884 tons, which is over half (52.6%) of the total amount of materials classified as recyclable by Ecology for that year. Materials diverted to energy recovery are not counted as recycling in this

plan, and instead are addressed in other tech memos (such as the Energy from Waste Tech Memo).

Recycling programs create significant benefits to the residents and businesses in Snohomish County, including:

- Greenhouse gas reductions and related benefits for sustainability.
- Recycling creates more jobs. Ton-for-ton, recycling creates up to seven times more jobs than landfilling the same amount of a material (NRDC 2014).
- Recycling returns resources back into the stream of commerce, not only providing for future sustainability but also ensuring that the necessary materials are available for manufacturing processes. Plus, it is often cheaper and more cost-effective to use recycled materials in manufacturing, thus making local industries that use recycled materials more profitable and competitive.

Goals and Policies for Recycling

Goals and policies specific to recycling include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.
- Related policies from other technical memorandums include:
 - o Policy 1-1, Climate Change: Support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change.
 - o Policy 1-3, Waste Prevention: Continue to offer and develop programs that encourage waste prevention.
 - o Policy 2-2, Organics: Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.
 - o Policy 2-3, Waste Collection: Provide a variety of equitable and efficient collection services to County residences and businesses that are in line with the Division's other goals and policies.
 - o Policy 2-8, Moderate Risk Waste: Continue efforts to reduce the generation and toxicity of moderate risk waste and to ensure that convenient, cost effective and sustainable options for its safe management are available.

Regulations for Recycling

State Planning Requirements: Washington State's goal of 50% recycling, composting and waste reduction must be addressed in solid waste plans, but each county is expected to set their own goal based on local conditions and constraints. State planning guidelines (Ecology 2010) require solid waste plans to establish urban-rural

boundaries and to designate a list of recyclable materials that must be collected by programs in the county (see the Planning Issues section of this technical memo). Solid waste plans must also address markets for recyclable materials, which in this Plan is included with the discussion of designated recyclable materials.

One of the more relevant provisions of State law is the 2010 amendment to RCW [70A.205.040](#). This amendment requires that solid waste management plans address source separation and collection of recyclable materials, and the proper preparation of materials for reuse or recycling. Solid waste management plans are also required to address “construction and demolition waste for recycling or reuse.” The Legislature’s stated intent for this amendment was “increasing available residential curbside service for solid waste, recyclable, and compostable materials provides enumerable public benefits for all of Washington. Not only will increased service provide better system-wide efficiency, but it will also result in job creation, pollution reduction, and energy conservation, all of which serve to improve the quality of life in Washington communities. It is therefore the intent of the legislature that Washington strives to significantly increase current residential recycling rates by 2020.”

State law also requires a program “to monitor the collection of source separated waste at nonresidential sites where there is sufficient density to sustain a program” ([RCW 70A.205.045.7.b.ii](#)). In Snohomish County, monitoring commercial recycling activities is being accomplished by the Solid Waste Division and others, who periodically collect information on services offered by the private sector and cities in order to help promote those.

State Provisions for Recycling Programs: Several state rules and regulations affect the manner in which recycling can be conducted in Snohomish County, including [Chapter 70A.205 RCW](#), [Chapter 70A.214 RCW](#), [Chapter 81.77 RCW](#), and various WACs (especially [Chapter 173-350 WAC](#)). Counties have limited authority over most solid waste management options but are allowed to contract for the collection of residential recyclables by requesting authority from the Washington Utilities and Transportation Commission (UTC). An example where a county has taken control of the residential curbside recycling collection is in Clark County. Another county (Kitsap) took control of curbside recycling for a short time, but then opted out. Cities and private companies have more flexibility, and can conduct their own recycling programs or contract with various companies for recycling services. One opportunity that ties into the UTC’s jurisdiction is the establishment of rate incentives to encourage recycling. Through this Plan, an “incentive rate” structure can be established in the certificate (franchise) areas. Cities can also set rates that encourage recycling and waste reduction.

Private companies have significant flexibility in conducting commercial recycling activities and programs that provide drop-off opportunities. There are some limits on these services, not the least of which is the requirement that materials are actually recycled. This requirement is addressed by the Recyclable Materials Transporter and Facility Requirements (see below). As noted above, residential curbside programs are managed through the UTC system, or through city and town contracts for these services.

Specific additional State laws that impact recycling include the following:

Revenue-Sharing Agreements: [RCW 81.77.185](#) allows waste collection companies (certificated haulers) to retain part of the proceeds from the sale of recyclable materials as an incentive to increase the quantity and quality of recyclables collected, and to seek out the best market prices or to improve services. Under this law, waste collection companies may retain up to 50 percent of the revenues for sales of recyclable materials if the UTC approves their plan for the use of those revenues. Before such a plan can be submitted to the UTC, it must be certified by the county as being consistent with the county's solid waste management plan, and generally the county and a waste collection company enter into an agreement that specifies new or additional activities to improve recycling programs that will be undertaken using the retained funds. Snohomish County has previously worked with haulers to implement or expand a variety of activities, such as:

- increasing recycling outreach activities;
- new coordinated communication plans and educational materials;
- recycling outreach in Spanish to the Latino community;
- addition of food waste to yard debris collection programs;
- characterization studies of recyclables, residuals and contaminants;
- reporting of recycling and disposal data;
- efforts to increase collection service customers;
- expansion of curbside to include additional materials;
- multifamily customer outreach; and
- improving performance at material recovery facilities, including technology and equipment additions and upgrades.

At this point in time, given the poor markets for recycling, there are essentially no funds available to continue the revenue sharing agreements and the programs are operating at a deficit.

Recyclable Materials Transporter and Facility Requirements: The Recyclable Materials Transporter and Facility Requirements ([RCW 70A.205.300](#)) requires transporters of recyclable materials to register with the state and requires certain recycling facilities to notify the state before commencing operation. A new state rule, the Recyclable Materials Transporter and Facility Requirements ([Chapter 173-345 WAC](#)), was developed in response to this legislation. Although originally directed at C&D recycling issues, the new rule covers all types of recyclable materials (all materials that are designated as recyclable in this Plan). The new rule prohibits recyclable materials that have been separated and collected for recycling from being delivered to transfer stations and landfills. The rule does not apply to several entities, including self-haulers, cities and city contractors, Tribes, and charities.

The Event Recycling Law: This requirement is in effect in communities where there is an established curbside service and where recycling service is available to

businesses, a recycling program must be provided at every official gathering and at every sports facility by the vendors who sell beverages in single-use aluminum, glass, or plastic bottles or cans. A recycling program must include a provision for receptacles or reverse vending machines, and coordinators may choose to work with vendors to coordinate the recycling program. The recycling receptacles or reverse vending machines must be clearly marked, and must be provided for the aluminum, glass, or plastic bottles or cans that contain the beverages by the vendor. For further information see [RCW 70A.200.100](#).

Waste Reduction and Recycling Education (WRRED) Grants Program: The WRRED grants were awarded in 2019 through a competitive grant program that provided up to \$60,000 to qualified local governments and non-profit organizations for local or statewide education programs designed to help the public with litter control, waste reduction, recycling, and composting. Marysville was awarded a \$53,000 grant to improve their multi-family recycling efforts. Snohomish County received \$40,000 in grant funds to improve waste reduction, recycling and education at the Evergreen State Fairgrounds.

Recent Legislation: Several new laws were passed in 2019 and 2020 that adopted new programs or requirements, including:

Recycling Development Center, Chapter 70A.240 RCW: To support recycling markets, the Washington Legislature established the Recycling Development Center (RDC) within Ecology. The RDC is tasked with researching, developing, expanding, and incentivizing markets for recycled commodities. The RDC is partnering with the Washington Department of Commerce to further the development of markets for recycled products.

Contamination Reduction and Outreach Plans (CROP), RCW 70A.205.045: To combat contaminants in Washington's recycling stream, Ecology developed a statewide Contamination Reduction and Outreach Plan (CROP). This statewide plan identifies problematic contaminants and addresses strategies to reduce them. Local governments are required to create and adopt their own CROP plans, or use the state plan, by July 1, 2021.

Paint Stewardship Program, Chapter 70A.515 RCW: This law requires all producers of architectural paint, selling in or into Washington, to participate in and provide funding for a product stewardship plan. This program began in April 2021.

Plastic Packaging Study, Chapter 70A.520 RCW: This law required that Ecology evaluate and assess the amount and types of plastic packaging sold into Washington, as well as their management and disposal. The law also required that Ecology submit a legislative report on the evaluation and assessment of plastic packaging by October 31, 2020. The report included recommendations to reduce plastic packaging and other packaging waste through industry initiative, product stewardship, or both. As part of this law, the Legislature intended that Ecology consult with industry and consumer interests and develop options to reduce plastic packaging in the waste stream by January 1, 2022.

Plastic Package Degradability, Chapter 70A.455 RCW: This law requires environmental marketing claims for plastics to follow uniform and recognized standards for compostability and biodegradability. Plastic products marketed as such must be readily and easily identifiable as meeting these standards. Under this law, the Washington State Attorney General and local governments have authority to pursue false or misleading environmental claims about a plastic product's compostability and biodegradability.

Plastic Bag Ban, Senate Bill 5323: A ban on thin carryout plastic bags in Washington State was signed into law on March 25, 2020. The legislation was intended to go into effect on January 1, 2021, but has been delayed due to the Covid-19 pandemic. When it goes into effect, it will ban retailers from giving out single-use plastic carryout bags and requires an 8-cent charge for other bags. The 8-cent charge will help stores cover the cost of paper or reusable bags and create an incentive for shoppers to bring their own bags. The fee will increase to 12 cents in 2026. The legislation also requires paper bags to be made from 40% recycled material.

County Code: Much of the solid waste activities, especially for regulation and enforcement, are directed by the Snohomish County Code. The sections of [Title 7 of the County Code](#) that are relevant to solid waste include:

- 7.34 – establishing the Solid Waste Advisory Committee.
- 7.35 – establishing a comprehensive county-wide program for solid waste handling, recovery and/or reclamation. This requires effective control of all non-exempted solid waste generated and collected within the unincorporated areas of Snohomish County.
- 7.41 – operating rules and disposal fees for Snohomish County solid waste facilities.
- 7.42 – minimum service levels for recycling and waste collection in the unincorporated areas. The purpose of this chapter is to define levels of single-family and multi-family residential solid waste and recycling services which shall be provided to households in areas serviced by solid waste collection companies operating in unincorporated portions of Snohomish County.

EXISTING PROGRAMS AND ACTIVITIES

Drop-Off Recycling

Several sites throughout the county accept various recyclable materials. A few publicly operated sites accept a wide range of materials, but the sites operated by private companies usually take only a specific material or similar types of materials (in line with the nature of the business). These sites can generally be used by either residential or commercial customers, although in some cases commercial customers can generate volumes of materials that are difficult to haul to the sites or that exceed the capacity of

the drop-off sites to handle (in which case a commercial collection service would be more appropriate).

The three transfer stations and three drop box sites operated by Snohomish County Solid Waste Division collect a wide range of paper, glass and metals.

There are a number of sites that accept a specific material or a limited range of materials for recycling. There are also some sites that accept materials for reuse (which are addressed in the Waste Prevention technical memo), or for composting (which are addressed in the Organics technical memo). The materials accepted by various sites for recycling include appliances and other metals, automotive wastes such as oil, construction wastes, electronic wastes, printer cartridges, rechargeable batteries, and other materials that are too numerous to list here. The list below highlights some of the materials accepted for recycling, but by no means is this list complete:

- Appliances without freon or other chlorofluorocarbons (CFC's) can be dropped off at several private vendors in the county. Appliances with CFC's are accepted by vendors in Arlington, Everett, Lynwood, Marysville, Mukilteo and Snohomish.
- Automotive wastes such as oil and antifreeze are accepted at the County's transfer stations, drop box sites and the Moderate Risk Waste (MRW) facility. Used oil is accepted for recycling at more than 30 private locations in the county, some of which also accept antifreeze. Car batteries are accepted at almost 20 locations throughout the county.
- Battery collection displays in many of the larger hardware stores in the county collect rechargeable batteries for recycling.
- Several companies collect construction, demolition and land clearing debris in the county. Recycling sites for materials such as tree stumps, branches, clean lumber, leaves and clippings, plywood, wood pallets, soil, concrete, sod and stone are readily available throughout the County (see also the Organics technical memo). Wood waste is also accepted at the County-operated transfer stations. Several private companies in or near the county take other construction and demolition materials for recycling, including asphalt, brick, carpet, concrete, drywall and porcelain.
- As of early 2020, there were 29 E-Cycle Washington locations in Snohomish County for computers, TV's, laptops, monitors, tablets, e-readers and portable DVD players. The County does not collect E-Cycle items at the transfers stations or drop boxes. Other sites (which are not part of the E-Cycle program) collect these and similar items for a fee. Peripherals such as keyboards, copiers, printers, scanners and cell phones are also collected at many of these other sites in the county, and are taken at no charge at Best Buy and Staples stores.
- Metals are accepted by a variety of recycling operations in the county. Many of these accept aluminum cans, ferrous and non-ferrous scrap, auto bodies and parts (with proof of ownership as required by [RCW 46.80.090](#)), and steel barrels. Metals recyclers will often pay for these materials.

- Plastic bags are currently accepted by many grocery stores in the county. With the recent Washington State plastic bag ban starting in 2021, this collection method may be curtailed due to the decrease in plastic bag use at the grocery stores.
- Drop boxes distributed throughout the county collect books and clothing primarily for reuse, but a portion of these materials is not suitable for reuse and is recycled instead. Contamination can also be an issue.
- Many of the materials accepted by the Household Hazardous Waste Facility are also recycled (see the MRW Plan in Appendix B for more details). Several items are also collected at other sites, such as batteries, paint, and light bulbs.
- Annual cleanup or periodic collection events are conducted in a few of the cities. For the last few years, Sultan has provided a garbage collection cleanup day with paper shredding for their residents, and Republic Services Inc conducts styrofoam collection events for their customers in Edmonds and Woodway.

Curbside Collection

Curbside collection of recyclables is available to all residents in the county, both in the cities and the unincorporated areas. Four private haulers provide these services: Republic Services Inc, Rubatino Refuse Removal Inc, Sound Disposal Inc, and Waste Management Northwest. Tonnages collected by these haulers in 2019 from single-family homes are shown in Table 1. Most areas have their recycling picked up every other week, while a few of the cities have weekly service.

The materials accepted by the curbside programs vary depending on the service provider, but at a minimum include the materials required by county code ([SCC 7.42](#)). These materials include paper, glass bottles, metal cans, and plastic bottles, and some programs collect additional materials such as plastic tubs.

Collection Company	Number of Single-Family Recycling Customers¹	Annual Tons, 2019¹	Pounds per Household per Year
Republic Services Inc	29,664	8,638	582
Rubatino Refuse Removal Inc	20,077	5,072	505
Sound Disposal Inc	1,645	988	1,201
Waste Management NW	141,566	33,303	470
Totals	192,952	48,001	498

Notes: 1. The number of customers shown is the number of single-family recycling accounts for December 2019.

Source: From data reported by haulers to Snohomish County (Snohomish County 2020).

Participation in the curbside recycling programs are incentivized by the rate structures used for garbage and recycling services. “Variable rates” or “volume-based rates” are used throughout Snohomish County. This means that households are charged significantly more for disposing of more garbage. Businesses are generally already charged according to the amount of garbage disposed and this approach is almost impossible to implement for individual apartments, so this strategy typically refers only to single-family homes. Many households can reduce their garbage service to one can per week by recycling. Avid recyclers or households that minimize waste as much as possible can also choose a “mini-can” rate (a 20-gallon can).

Multi-Family Collection

Recycling services are available for multi-family buildings throughout the county. These services are provided by the UTC certificated or contract haulers for that area or under a separate contract in the city with a municipal garbage collection program (Marysville). The haulers provide a variety of equipment and containers, such as roll-off (drop box) containers and carts (32, 64 and 96 gallons in size). The multi-family programs collect the same or similar materials as the curbside programs for single-family homes, including paper, glass bottles and jars, metal cans and plastic bottles and tubs. Multi-family residents can also use the drop-off centers described previously in this technical memo. Due to a number of challenges, such as educating tenants who frequently move, language barriers and coordinating with property managers, the recyclables collected from multi-family units are often contaminated.

Commercial Collection Programs

Numerous recycling companies collect a variety of materials from commercial sources. These companies provide recycling services at the request of the commercial business. Items that are collected this way include wood waste, office paper, cardboard, scrap metal and food waste. Many businesses also subscribe to commingled stream recycling services provided by the hauler in that area. The recycling companies can provide roll-off containers (20 to 40 yards), dumpsters (1 to 8 yards), or carts for recycling collections at a regular frequency or on an on-call basis. The recycling companies generally charge for these services, and only rarely is the value of the material collected sufficient to purchase it or provide the service at no charge.

The Snohomish County Solid Waste Division provides assistance to commercial recycling programs upon request. For example, the Evergreen State Fairgrounds is using Snohomish County grant funds in their efforts to reach a zero waste goal. They provide recycling and compost containers that accompany almost every garbage can at the fairgrounds. Attendees to the fair can use their reusable water bottles when ordering drinks rather than using a disposable cup. The fairgrounds also employs staff who use a trash picker-upper to remove recyclables thrown in the trash and put them in the recycling container.

The Industrial Materials Exchange ([IMEX](#)) is an on-line and catalog service designed to help businesses find markets for industrial by-products, surplus materials and waste.

C&D Recycling Programs

Recycling programs for construction and demolition (C&D) materials have undergone significant changes in the recent years. The most recent change was the adoption of an amended ordinance (Snohomish County Code 7.35 and 7.41), which requires waste generators of all types to adhere more closely to rules that require solid waste generated in the county to stay in the Snohomish County system. This especially affects C&D recycling programs because construction sites will now be required to clearly label recycling and waste containers and to ensure that recycling containers do not contain 10% or more of non-recyclable contaminants. See the Disposal technical memo for more details on flow control and the residual reclamation waste program.

Analysis of Recycling Results in Snohomish County

An analysis of the recycling tonnages collected by various public and private activities in the county provides a clearer picture of the current performance of those programs and helps to demonstrate the relative amount of recycling being conducted by the public and private sectors. Table 2 provides data on the collections conducted by contract and UTC certificated haulers in Snohomish County. These figures provide a fairly accurate analysis of the participation rate and results for curbside recycling programs, but it should be kept in mind that there are many other recycling activities that residential and commercial generators are participating in. Commercial generators in particular are recycling substantial amounts of other materials through a variety of other programs.

Table 2. Recycling Tonnages Collected by Contract and Certificated Haulers

Type of Generator	Tons Collected, tons per year (2019)	Number of Customers or Accounts (as of December 2019)	Total Households or Businesses	Percent Subscribed
Single-Family	48,001	192,952	220,581 ¹	87.5%
Multi-Family	6,139	2,676	100,846	NA ²
Commercial	22,391	5,122	20,228 ³	25.3%
Organics, Single-Family	70,631	105,542	220,581	47.8%
Organics, Multi-Family and Commercial	2,404	2,580	121,074	NA
Total	149,566			

Notes: The figures for the recycling tons collected from each type of generator and the number of accounts are from hauler reports to Snohomish County (Snohomish County 2020).

1. The number of single-family homes includes single dwellings and duplexes, and is based on data from the Office of Financial Management (OFM 2020) for the number of households and data from the U.S. Census for the breakdown by housing type.
2. NA = Not Available. The participation rate for multi-family recycling and multi-family/commercial organics cannot be determined based on the available data because it is unknown how many apartment units are included in the number of multi-family accounts.
3. The number of businesses is a third quarter 2019 figure from the Washington State Employment Security Department's web page <https://esd.wa.gov/labormarketinfo/covered-employment> (ESD 2020)

Another way to look at the results of the recycling programs in Snohomish County is to consider how much of the total is being collected by each method. Table 3 shows this analysis to the extent that the data is available. Data for the amounts collected by the haulers is taken from Table 2. The amount shown for “county-operated sites” is from Table 1 of the Transfer tech memo. The amounts for “all other recycling” are from Table 2 of Appendix D, and have been adjusted to avoid double-counting of wood and organics collected at the county-operated sites and by the haulers.

Table 3. Recycling Tonnages by Collection Method (2019)		
Collection Method	Annual Tons	Percent of Total
Haulers:		
Single-Family (curbside)	48,001	5.1%
Multi-Family	6,139	0.7%
Commercial	22,391	2.4%
Subtotal, Recycling	76,531	8.2%
Organics (curbside and commercial)	73,035	7.8%
Total for Haulers	149,566	15.9%
County-Operated Sites	29,943	3.2%
All Other Recycling		
C&D	490,549	52.2%
MRW	12,396	1.3%
Organics	69,190	7.4%
Other	187,239	19.9%
Total for All Other	759,374	80.9%
Total	938,883	

Notes: The figures for the recycling tons collected by contract and UTC certificated haulers are from hauler reports to Snohomish County for 2019 (Snohomish County 2020).
The tonnage figure for county-operated sites are from county records. This figure includes wood, yard debris and various recyclable materials, but does not include MRW.
The tonnage for “all other recycling” is the difference between the amount of recycling reported by the Department of Ecology (Ecology 2020), which is a 2017 figure, and the other sources. The amount of C&D shown has been adjusted for the amount of wood included in the figure for “county-operated sites” and the amount of organics has been adjusted for the amount of organics collected by the haulers and the amount of yard debris included in the figure for “county-operated sites.” See Table 2 of Appendix D for more details.
The total recycling figure does not include the “recovered and reused” materials reported by Ecology, which includes items such as wood and other materials burned for energy, organics handled through anaerobic digestion, and reused clothing and household goods.
The data shown includes recycling tonnages collected in both incorporated and unincorporated areas of Snohomish County.

PLANNING ISSUES

This section of this technical memo provides information about near and long-term planning issues specific to Snohomish County, and also addresses issues that are

required by State planning guidelines (Ecology 2010) to be addressed (such as urban-rural designations and designation of recyclable materials).

General Planning Issues

Current near-term planning issues related to recycling include:

- Single stream collection issues, including commodity cross-contamination and quality.
- Processing of single-stream materials to remove contamination.
- The need to understand markets for recycling. What is the market price or other criteria for choosing between recycling and when to dispose of a material?
- Educating the public on the cost of recycling and the impacts of “wishful recycling.”
- Options for improving multi-family recycling and reducing contamination.
- Processing of mixed loads to ensure proper separation of recyclables and waste for construction and demolitions wastes.
- Financial support for recycling and finding replacement funding for activities that had been funded through revenue-sharing agreements.
- Compliance with event recycling law.
- Address businesses conducting sham recycling and maintain flow control enforcement.
- Community conversations about greenhouse gas emissions and how that relates to whether or not something should be recycled or not.
- Coordination and collaboration with the Washington Association of County Solid Waste Managers (WACSWM) recycling guidance.

Emerging long-term issues related to recycling include:

- Role of recycling requirements, disposal bans, mandatory programs in increasing recycling.
- The need to reduce contamination.
- How to recycle in a cost-effective manner.
- Public perception that recycling alone is good enough.
- Increase the ideas of reuse of materials as opposed to just recycling.
- Public perception that recycling should be free when some materials incur a significant cost to recycle.

Designation of Urban-Rural Boundaries for Recycling Programs

State law ([RCW 70A.205.050](#)) requires that criteria be adopted to designate areas within a county as either urban or rural, and that recycling and other services be provided as appropriate for each type of area. For urban areas, the recommended minimum service level for recycling is curbside collection. For rural areas, the

recommended minimum service level is drop-off centers at all disposal facilities and other convenient locations. In Snohomish County, curbside collection is required throughout the county and so there is no difference in service levels for urban and rural areas.

This Plan satisfies the requirements for establishing urban and rural boundaries by adopting the urban boundaries shown in the *Snohomish County Comprehensive Plan* (Snohomish County 2016). By incorporating by reference the urban boundaries shown in the Comprehensive Plan, including any future revisions, the programs and policies of this solid waste plan are consistent with that important document, and are automatically updated as the urban boundaries are revised in the County's Comprehensive Plan.

Designation of Targeted Recyclable Materials

State regulations ([RCW 70A.205.045.7.c](#)) require “a description of markets for recyclables.” State planning guidelines also require the designation of what materials will be collected for recycling, with marketability being one of the factors to consider in this designation process. The designation of recyclable materials took on more importance with the adoption of Chapter 173-350 WAC, which defines recyclable materials as being those materials “that are identified as recyclable materials pursuant to a local comprehensive solid waste plan.”

A description of markets for materials collected in Snohomish County is provided below. This is intended to be only a brief report of current conditions (current as of mid-2020). It should be noted that market conditions for recyclables can change drastically in a short amount of time, which is a challenge for a long-range document such as this Plan. Rather than provide an exhaustive review of current market conditions, this Plan will be more useful in the future if it can be responsive to changing conditions. Hence, the list of designated materials includes a description of the process for revising that list.

Market overview: A significant factor for market conditions for recyclable materials is the recent closure of overseas markets and the resulting decrease in demand for recyclable materials. Much of the recyclables collected in the United States, especially on the west coast, had been shipped to China until that country halted most of the imports of recyclable materials over concerns about growing amounts of contamination (garbage) being shipped with the recyclables and also out of a desire to encourage more collection programs in their own country. As of this point in time (mid-2020), there were signs of economic recovery and prices began increasing for many of the recyclables as domestic markets in the U.S. began to ramp up to use more recyclables, until the Covid-19 virus shut down a lot of the economic activity in the country. These swings in market prices underscore the need for caution when implementing new or expanded programs, as well as the need for flexibility.

Additional factors affecting specific materials are shown in Table 4. The materials listed and factors discussed in Table 4 primarily address the established markets for existing recyclables, and do not reflect the potential for new markets being created in the future. Any new markets developed in the future should be thoroughly demonstrated before

allowing those to be factored into the designation of recyclable materials or other parts of the Snohomish County system.

Table 4. Current Markets for Recyclable Materials

Material	Primary Market(s)	Comments
Paper , including cardboard, mixed paper and newspaper	Regional paper mills.	Markets for recycled paper are improving, with additional capacity coming on-line. Demand for cardboard is strong, but markets for mixed paper weak compared to historical trends. However, due to the current COVID-19 outbreak, tissue mills report a shortage of recycled paper.
Plastics	Regional markets in western Washington and limited export.	Current markets for plastics vary based on type. Recent programs to use plastics for energy production are not classified as recycling.
Metals , including aluminum and tin cans, white goods (appliances), and ferrous and non-ferrous scrap	Regional markets in western Washington and Oregon.	There has been adequate demand for non-ferrous metals such as aluminum and copper in the past year and this is expected to continue. Recent demand and prices have been mixed for steel. In general, prices for metals are low but manageable.
Glass , including clear, brown and green glass	Markets in western Washington and Oregon.	Prices are low for all colors of glass. Negative prices and contamination continue to be problems for glass.
Organics: Wood	Hog fuel, mulch.	Demand for these materials is moderate. More information on the markets for these materials is provided in the Organics technical memo.
Yard Debris	Compost.	
Food Waste	Compost.	
Construction and Demolition (C&D) , including concrete, asphalt paving, sheetrock and other materials	Aggregates, new asphalt paving, new sheetrock, other materials.	Markets for some of these materials (concrete, asphalt paving, bricks and ceramics) are generally strong and have the added advantage that most are local markets. Markets for other materials are limited.

Note: Information is current as of mid-2020.

Designated recyclable materials: State law and Ecology's guidelines require that counties designate a list of materials as the materials to be commonly recycled in the county. In this case, the list is not intended to create the requirement that every recycling program in Snohomish County collect every designated material. Instead, the

intent is that through a combination of programs offered throughout the County, residents and businesses should have an opportunity to recycle all of the designated materials through at least one program. In other words, if plastics are on the designated materials list, then at least one program in the county should collect plastics.

Based on this analysis and information presented in other parts of this Plan, the proposed list of designated recyclable materials is shown in Table 5. This list is based on the materials that can be recycled currently. This list of designated recyclables should be used to help guide program development and implementation, but is not intended to be universally mandatory. Residents and businesses in Snohomish County should have the opportunity to recycle these items through at least one program in the county, but not every program needs to collect every material.

Table 5. List of Designated Recyclable Materials	
Program/Service	Designated Material
Residential Curbside Materials: Materials that are designated as recyclables for curbside and multifamily collections. These materials are also designated for drop-off or commercial collection programs.	Glass Loose Paper Cardboard Newspaper Magazines Paperboard/chipboard Envelopes Tin/steel cans HDPE Plastic PET Plastic Aluminum cans Yard debris Food waste Other materials designated by the Solid Waste Director (SCC 7.42)*
Construction, Demolition and Land Clearing Debris: Additional materials that are designated as recyclables from construction and demolition activities.	Aggregates (brick, porcelain, ceramics, rock) Asphalt pavement Concrete Land clearing debris (stumps, brush, limbs) Uncontaminated soil Wood waste (untreated or unpainted)

* From Snohomish County Code 7.42: "The director may designate the materials which are to be collected as recyclables, yard debris or garbage. In determining the status of such materials, the director shall consider health issues, environmental and economic factors, public demand, the material's compostability and ability to be recycled, the quantity of materials in the waste stream, and standards for processing facilities and equipment." (SCC 7.42.030 (2)).

Note: Designation as recyclable only applies to those materials that have actual markets and that are actually recycled. For instance, not all wood may qualify as recyclable. If not recycled, designated materials and other wastes must be managed as solid waste for disposal.

Table 5 is based on existing conditions (collection programs and markets), and future markets and technologies may warrant changes in this list. Any new markets must be proven to be viable before changes will be made to this list. The following conditions are grounds for additions or deletions to the list of designated materials:

- The market price for an existing material becomes so low that it is no longer feasible to collect, process and/or ship it to markets.
- Local markets and/or brokers expand their list of acceptable items based on new uses for materials or technologies that increase demand.
- New local or regional processing or demand for a particular material develops.
- No market can be found for an existing recyclable material, causing the material to be stockpiled with no apparent solution in the near future.
- Legislative mandate.
- Manufacturer and/or retailer provided product stewardship programs are put in place to handle the material.

Any proposed changes in the list of designated materials should be submitted by the Solid Waste Division to the Solid Waste Advisory Committee (SWAC) for their discussion. SWAC will then review recycling criteria and evaluate the request for change to the list of designated materials. After evaluation by SWAC, the committee will provide the Solid Waste Division with a recommendation. With the concurrence of the SWAC, minor changes in the list may be adopted by the Solid Waste Director without formally amending the Plan. Thus, minor changes can be addressed in about 60 to 75 days, depending on the schedule of SWAC meetings at the time of the proposed change. Should the Solid Waste Division and SWAC conclude that the proposed change is a “major change,” then an amendment to the Plan would be necessary (a process that could take 120 days or longer to complete). What constitutes a “major change” is expected to be self-evident at the time, although consideration of the relative impact on the system by the established criteria including potential waste stream diversion, collection efficiency and feasibility, processing requirements (including costs) and market conditions will be the primary factors. Ecology will be notified when changes to the list are adopted. All affected service-providers should also be notified of the effective date and other details of the change, and a public education campaign will need to be conducted to inform the participants of the affected program(s).

ALTERNATIVES

Alternative A – Increased Focus on the Simplification and Standardization of Recyclable Materials

Following guidance from WACSWM, the process of recycling should be simplified and standardized for managing agencies, the consumer and be productive for the processor. This alternative would address the need to simplify recycling: how to recycle for the household or consumer, what can be recycled, how does that commodity relate to market conditions and can materials that are recycled be standardized between

County and regional stakeholders.

Alternative B – Expanded Education Campaign on Recycling and Reduction of Contamination

With the popularity of commingled recycling, also known as single stream recycling, some participants are erring on the side of throwing everything into the recycling cart, including garbage and other contaminants. Recycling processing facilities are reporting growing amounts of contaminants in the recycling carts, especially for some materials that may be recyclable through programs other than curbside (such as plastic bags). Contamination leads to higher processing costs for recycling facilities and causes material to be landfilled that would normally be recycled. The higher the contamination level, the higher the chance that more material will be landfilled. Recycling contamination can also pose hazards to sorting facility workers. Hence, residents and businesses need to be reminded of which items are allowed in the recycling carts. Steps to reduce contamination are also discussed in the Contamination Reduction and Outreach Plan (see Appendix H).

Effective education campaigns begin with an identification of the problem, and may focus fairly narrowly on a specific issue and/or a specific audience. Once the problem (or message) and audience(s) have been identified, a variety of methods could be used:

Website: Snohomish County maintains a website to promote recycling: <https://www.snohomishcountywa.gov/530/Recycling>. The website features information about recycling resources, natural gardening, waste reduction, household hazardous waste and garbage rates.

Social Media: Messages can be promoted through social media avenues to include Facebook, Instagram, Twitter and other apps designed for educating and/or promoting. Local neighborhood apps such as “Next Door” could help promote recycling on a community network.

Cart Tagging: This method of messaging has been effective in identifying contamination. Once a visual observation of each recycling container is conducted, then a friendly and informational cart tag can be left saying what can be improved and often praising the homeowners on their clean recycling.

Other Methods: Other options include displays in various locations, video and radio ads.

Alternative C – Coordination with Programs in Nearby Jurisdictions

Snohomish County is involved with regional and statewide efforts to increase program consistency and reduce contamination in the recycling stream. County staff regularly meet with staff from other county, city and state agencies to compare and improve solid waste and recycling programs. Continuing this involvement can provide a number of benefits and can be used to address a number of factors, including:

Materials collected: Snohomish County is made up of 20 cities and a large unincorporated area. The County is taking the lead on synchronizing the items collected from these cities plus the four existing collectors and the processors for the areas. Snohomish County is working with other Puget Sound jurisdictions to compare notes on how best to clarify the recycling services throughout Snohomish County. The County could continue these efforts in harmonizing the recycling programs. Additionally, the County is working with the WACSWM to develop standardization and consistency with recycling guidance and collection standards.

Four recycling companies conduct curbside recycling in Snohomish County. These companies collect the same basic recyclables and none of them take shredded paper or plastic bags. The only difference in the materials collected is that one of the companies collects scrap metal, plastic lids and plastic potting pots. It could be helpful to work with the cities to either add in the missing items for other areas or remove them in the one system. In addition, the haulers and the cities produce guidelines on what they collect, and it could help to clarify the message if a standard format or the same promotional materials were used by all to show what materials are collected.

Flow control enforcement: Enforcing flow control provisions can be done more effectively if Snohomish County coordinates their efforts with cities and neighboring counties to ensure the proper collection, recycling, and disposal of recyclables and waste. Snohomish County is already working with the City of Seattle, Tacoma, Pierce, Kitsap, Skagit and King County on these issues. Additionally, regional health districts, Ecology and the UTC are also participating in regional planning efforts.

Education and outreach: Sharing programs and methods with the cities and neighboring counties on education and outreach could have significant benefits for all involved. Ecology already assists with this in some cases by sharing information in regional groups. Ecology also provides comprehensive statewide messaging for specific materials such as e-waste.

Alternative D – Consider User Pay Systems at the Transfer Stations

With limited markets and high contamination rates, the cost of recycling is increasing. While recycling costs have been embedded in garbage costs for a number of years, the recycling cost has increased and it has become challenging to continue this practice. The County could set up a user pay system for some recyclables collected at the transfer stations, and provide messaging that recycling does cost money, it is not free.

Alternative E – Solid Waste Advisory Committee (SWAC) Involvement

Given the dynamic nature of the recycling industry and how volatile commodity markets are at this time, recyclers could engage SWAC for discussion and to develop recommendations on recycling related issues.

RECOMMENDATIONS

The following recommendations are being made for recycling programs:

- R1) Collaborate and coordinate with WACSWM and other regional partners/jurisdictions on the standardization, simplification and implementation of core recycling principles and programs.
- R2) Implement expanded education campaigns related to recycling issues.
- R3) Evaluate the impacts and possible implementation of a user-pay system for recyclables collected at Snohomish County solid waste facilities.
- R4) Promote SWAC benefits and involvement to area recyclers.

Concerning R1, WACSWM has already developed state-wide guidance for commingled recycling. The County and area service-providers (cities and haulers) should follow and adapt guidance to promote and implement community standardization and simplification of recycling in Snohomish County.

For Recommendation R2, the County can engage the WSU Extension Service and possible revenue sharing agreement funds to develop and continue educational efforts.

Recommendations R3 and R4 are primarily County responsibilities. R3 will take time and resources to evaluate, while recycler involvement with SWAC could begin immediately.

REFERENCES

Ecology 2010. *Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions*, Publication #10-07-005, Washington Department of Ecology, February 2010.

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NRDC, 2014. *From Waste to Jobs: What Achieving 75 Percent Recycling Means for California*, March 2014.

OFM 2020. *Postcensal Estimates of Housing Units, April 1, 2010 to April 1, 2020*, Office of Financial Management, July 2020.

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DRAFT

ORGANICS

SUMMARY

This section discusses existing programs, planning issues, and alternative strategies for several organic materials, including:

- yard debris
- food waste
- wasted food
- wood waste
- agricultural waste

The recommendations made by this technical memo address the need to regionally collaborate on developing consistent messaging, the need to define organics related priorities and develop educational services that emphasize that content.

BACKGROUND

The discussion of organics in this technical memo focuses on five types of materials:

- **Yard Debris:** includes leaves, weeds, flowers, roots, grass clippings, shrubbery and small tree trimmings/branches (typically defined as being less than four inches in diameter).
- **Food Waste:** includes unwanted food preparation and table scraps. Many food waste collection programs also include compostable paper. This technical memo does not address grease collection and rendering, since grease is generally handled by a separate collection system that is not part of the solid waste system.
- **Wasted Food:** there is an important distinction between food waste and wasted food. Wasted food refers to food that was edible at one point. Wasted food becomes food waste when it spoils or is discarded, but food waste also includes items that were never considered edible in the first place (such as banana peels).
- **Wood Waste:** includes woody vegetation (branches and limbs over four inches in diameter, stumps and trunks), and manufactured wood products. Manufactured wood products are often divided into “clean wood waste” (unpainted and untreated lumber, plywood, OSB, and pallets) versus unacceptable wood (painted and treated wood).
- **Agricultural Waste:** includes crop residues, livestock manures and other organic materials generated on farms and ranches. Agricultural wastes such as these are not defined as solid wastes but are addressed in this tech memo to the extent that these are co-managed with solid wastes (such as composted with yard debris).

Organic materials have the potential to create significant problems if not managed properly, but these materials also present significant opportunities. Single-family garbage customers can now recycle food scraps and food-soiled paper in their yard waste carts. Items like meat, fish, poultry, bones, dairy, vegetable and fruit trimmings, bread, pasta and coffee grounds are now compostable. Historically, agricultural organics have been managed on-site (on the ranch or farm where generated) to reduce expenses and to improve soil quality, but management practices for these wastes continue to evolve. Now there is an increasing interest and need for doing more with all of these organics due to climate change and sustainability issues (see also the Climate Change and Sustainability tech memo).

Goals and Policies for Organics

Current Goals and Policies: Current goals and policies in this Plan specific to organics include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-2, Organics: Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.
- Related policies from other technical memorandums:
 - o Policy 1-1, Climate Change: Support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change.
 - o Policy 1-3, Waste Prevention: Continue to offer and develop programs that encourage waste prevention.
 - o Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.

Beyond Waste Goals: The State's solid waste plan (the "Beyond Waste Plan") adopted the following goals for managing organics (Ecology 2015):

- SWM16: Ecology and stakeholders will create a beneficial use hierarchy for residual organic material processing and uses.
- SWM17: Less food will enter the disposal system; more discarded food will be managed according to EPA's food waste hierarchy.
- SWM18: The use of soil amendments derived from recycled organics will increase, reducing the need for synthetic fertilizers, pesticides and herbicides.
- SWM19: Agriculture, landscapes, and home gardens will need less water due to increased use of compost and other soil amendments derived from recycled organics.
- SWM20: The value of recycled organics as storm and surface water filtration media will be better understood, resulting in increased use.

- SWM21: Soil organic carbon sequestration using recycled organics will increase based on research recommendations.
- SWM22: More diversified organics processing infrastructure will exist in the state.
- SWM23: Composting facilities will produce clean end products.
- SWM24: Diversified end-use markets will be in place for recycled organic products.

Each of these goals is accompanied by one to five objectives (“actions”).

Regulations for Organics

State Regulations: A new law adopted in 2020, the Compost Procurement and Use bill (ESHB 2713), amended [Chapter 43.19A RCW](#) to add three new sections. Among other provisions, these sections:

- Recognize the benefits of organics diversion and compost usage.
- Requires State agencies and local governments to consider the use of compost in government-funded projects, and to use compost if it is reasonably priced and available, and if the compost meets existing procurement, health and other standards.
- Encourage State agencies and local governments to give priority to locally-produced compost.
- Encourages local governments that provide “residential composting service” to buy back at least 50% of the compost produced from the collected organics.

The legislative findings that provide the basis for [Chapter 70A.205 RCW](#) state that “when updating a solid waste management plan developed under this chapter, after June 10, 2010, local comprehensive plans must consider and plan for the handling and proper preparation of organic materials for composting or anaerobic digestion.

Yard Debris: State law (see [RCW 70A.205.045 \(7\)\(b\)\(iii\)](#)) requires county solid waste management plans to address “programs to collect yard waste, if the county or city submitting the plan finds that there are adequate markets or capacity for composted yard waste within or near the service area to consume the majority of the material collected.” No specific alternatives or other details are provided, but the Beyond Waste Plan (see previous section) lists a number of recommended actions for organics.

[Snohomish County Code 7.42](#) requires the provision of curbside yard debris collection to customers of solid waste collection companies within the yard debris service zone of unincorporated Snohomish County.

A few of the cities in Snohomish County have banned yard debris from disposal with garbage, including Arlington, Lynnwood and Mill Creek.

Food Waste: State law (see [RCW 70A.205.715](#)) establishes a goal for the state to reduce by fifty percent the amount of food waste generated annually, relative to 2015

levels, by 2030. A subset of this goal includes reducing the amount of edible food that is wasted.

Wood Waste: Snohomish County supports the use of wood waste for hog fuel for the generation of steam or electricity and considers this recycling even though it is not defined as such.

Agricultural Waste: Anaerobic digesters that process 50% or more animal manure can also “import” up to 30% of their organic feedstocks from outside sources and are still exempt from solid waste permitting requirements in [RCW 70A.205.290](#).

EXISTING PROGRAMS AND ACTIVITIES

Yard Debris Programs

In the course of maintaining yards and gardens, Snohomish County residents and businesses often produce yard debris and landscaping residues. Many residents practice backyard composting for these materials.

All local haulers separately collect yard debris and food waste as one of the services they provide. Self-haulers of yard debris and clean wood can also bring it to one of the County’s three transfer stations, or to one of several private compost facilities that accept yard debris directly from residential and commercial sources and use it to produce high quality compost. The yard debris and wood collected at the County’s three transfer stations is currently sent to Lenz Enterprise for processing, and the amounts collected in 2019 are shown in Table 1.

Table 1. Organics Collected at County Transfer Stations (2019)			
Facility	Wood (tons)	Yard Debris (tons)	Total Organics (tons)
Airport Road Recycling & Transfer Station	1,785	5,288	7,073
North County Recycling & Transfer Station	545	1,124	1,669
Southwest Recycling & Transfer Station	1,005	10,967	11,972
Totals	3,335	17,379	20,714

Source: Snohomish County records.

Another program is an inter-agency effort to provide “alternative to burning.” The Town of Darrington, Hampton Lumber Mill, Snohomish County Solid Waste, and the Puget Sound Clean Air Agency (PSCAA) work together to provide wood debris collection for recycling at Hampton Lumber Mill on select Sundays from April to October and yard debris collection at the Darrington Municipal Airport during daylight hours. These collections were temporarily suspended in 2020 due to the Covid-19 pandemic.

Current collection programs in Snohomish County are doing well at diverting most of the yard debris that is generated. Recent information shows that 127,554 tons of yard debris were recycled (composted) in 2017 (Ecology 2020a). No figures are available for the amount of yard debris handled by backyard composting and other waste reduction activities. The *2015-2016 Washington Statewide Waste Characterization Study* (Ecology 2016) shows that the waste stream for the Puget Sound Region (which includes Snohomish County and four other counties) only contained 5.0% yard debris. Combined with the amount of waste disposed by Snohomish County in 2017 (509,209 tons), leads to a figure of 25,460 tons of yard debris disposed, and a recovery of 83.4% (see Table 2). A similar analysis was conducted for food waste and wood. No figures are shown for agricultural wastes because only incomplete data was available it. The analysis shown in Table 2 is based on 2017 figures because that is the most recent year for which data is available on recycled and diverted amounts of organics, and this also matches up well with the 2015-2016 data on waste composition. The figures shown in Table 2 do not include the amounts of “other organics” recycled in 2017 (12,641 tons) or diverted in 2017 (4,229 tons), and also do not include the large amounts of food handled by food banks and other recovery options.

Table 2. Recovery Rates for Organics Materials (2017 Estimate)

Organic Materials	Tons Disposed ¹	Tons Recovered		Total Tons	Recovery Rate
		Recycled	Diverted ²		
Yard Debris	25,460	127,554 ³		153,014	83.4%
Food Waste	91,148	18,787	1,313	111,248	18.1%
Wood Waste ⁴	38,700	55,377	12,258	106,335	63.6%
Agricultural Waste	NA	NA	NA	NA	NA

- Notes:
1. Figures for the amount of tons disposed are based on waste composition data from the *2015-2016 Washington Statewide Waste Characterization Study* (Ecology 2016) and an annual disposal figure for Snohomish County of 509,209 tons in 2017.
 2. “Diverted” includes beneficial uses that are not defined as recycling but that still avoid landfill disposal of organic materials, such as wood used for hog fuel and food waste that is anaerobically digested.
 3. The amount of yard debris recycled includes the amounts of mixed yard debris and food waste collected through curbside programs.
 4. The wood waste category includes only recyclable grades of wood for the disposal figure (dimension lumber, engineered wood, pallets, crates, natural wood, and other untreated wood). The recycled wood figure includes land clearing debris.

Food Waste Collection Programs

In most areas of Snohomish County, food scrap collection programs are available for residents and businesses. Programs to collect food waste curbside with yard debris have been phased in over the past few years and are now available throughout Snohomish County. Residential food is collected curbside by the solid waste collection companies commingled with yard waste, and the material is brought to a composting facility permitted to handle post-consumer food waste.

The most recent information on recycling of food waste (Ecology 2020a) shows that 18,787 tons of food waste were recycled in 2017, and an additional 1,313 tons were diverted through anaerobic digestion. The *2015-2016 Washington Statewide Waste Characterization Study* (Ecology 2016) indicates that Snohomish County's waste stream contained 17.9% food waste, or an estimated 91,148 tons in 2017. Hence, the recovery rate for food waste was 18.1% in 2017 (see Table 2).

Wasted Food

There are a large number of non-profit food banks and hot meal programs in Snohomish County. These programs distribute food and meals to the food insecure. They rely on donated food, as well as purchasing food and supplies. These efforts are currently being coordinated through the Snohomish County Food Bank Coalition. This coalition is comprised of over 18-member food banks serving clients from Darrington and Stanwood-Camano south to Mountlake Terrace, east to Sultan and all points in between. The Food Bank Coalition members meet to discuss healthy choices, bulk purchases, best practices, and common policies and procedures. Partnering agencies, like Citrine Health, Food Lifeline, Northwest Harvest, Washington Food Coalition and Within Reach attend these meetings to share additional resources available to food banks and the families they serve. The Food Bank Coalition is now able to accept still edible but highly perishable food from local area businesses. This food would otherwise have been discarded as previously there was no easy way to get it to the programs that could use it.

Snohomish County has previously worked with food banks to arrange donations of less perishable discarded food (such as canned goods and meats that could be frozen and fruit and vegetables with some shelf life). Most food banks cannot handle the highly perishable segment, including cooked foods such as fried chicken and bakery discards that must be eaten within a day or two. Hot meal program providers seemed a good fit for these items but because of the individuality of these programs, there was no single point of reference for a business with such discards. Through the Food Bank Coalition, members share the food and information about it so it can go to programs that can best use it.

ReFED is a national organization that was formed to support non-profit and charitable organizations that distribute food to those who have difficulty purchasing enough food to avoid hunger, or who are food insecure (do not know where their next meal will come from). A food bank's role is only to provide emergency food, usually a three-day supply for an individual or a family that they can replenish once a month.

Wood Waste

Residents and commercial businesses have several alternatives for disposal or recycling of wood waste in Snohomish County. The Town of Darrington, PSCAA, Hampton Lumber and Snohomish County Solid Waste have worked collaboratively for the last 12 years to offer a free "alternative to burning" (ATB) program to valley and town residents, which includes wood waste recycling at the Hampton log yard and yard

debris recycling at the Darrington airport. The table below shows the volume of wood and yard debris collected through the ATB program.

Table 3. Organics Collected by the ATB Program			
Year	Wood Debris (cubic yds)	Yard Debris (cubic yds)	Total Organics (cubic yards)
2008	574	0	574
2009	1,613	88	1,701
2010	1,159	22	1,171
2011	950	52	1,002
2012	1,432	42	1,473
2013	1,897	70	1,967
2014	1,091	20	1,111
2015	1,700	69	1,769
2016	2,433	254	2,687
2017	1,977	0	1,977
2018	1,347	0	1,347
2019	689	0	689

Source: Snohomish County records.

Burn bans may be issued by the County Fire Marshal for fire safety reasons, by PSCAA to protect air quality, and by the Washington State Department of Natural Resources to help reduce the risk of wildfires. Burning permits can be issued for locations outside the Urban Growth Areas (UGAs) that are also outside of established “no burn zones” and within fire protection districts of unincorporated Snohomish County. PSCAA has maintained a permanent ban on burning land clearing debris in Snohomish County since 2008 in accordance with [WAC 173-425-040\(5\)](#). Residential burning is allowed in some cases but may require a permit. Outdoor burning of treated wood and construction debris is illegal in all areas of Snohomish County.

Clean wood waste is accepted for composting, recycling or energy recovery at the County's three transfer stations. Stumps should be no larger than 2 feet by 2 feet in size and without dirt.

Private companies play a role in the recycling of wood debris from residential and commercial businesses. Private recycling facilities process this resource into wood chips, mulch, landscape products, hog fuel and other materials.

The most recent information for wood waste (Ecology 2020a) shows that 55,377 tons of wood waste were recycled in 2017 and another 12,258 tons were used for energy recovery. The *2015-2016 Washington Statewide Waste Characterization Study*

(Ecology 2016) indicates that Snohomish County's waste stream contained 7.6% recyclable wood, or an estimated 38,700 tons in 2017. Hence, the recovery rate for wood was 63.6% in 2017 (see Table 2). Note that this recovery rate is not the same as a recycling rate since it includes diversion to energy recovery (which is not defined as recycling).

Agricultural Waste

In Snohomish County and in other parts of the state, there is little agricultural waste that is disposed as a solid waste and agricultural waste is not actually defined as municipal solid waste (MSW). Most types of agricultural waste, whether crop residues or livestock manures, can be returned to the land where these were generated, although in some cases composting or other processing may be necessary to avoid creating problems with this approach. A few materials, such as branches and stumps from orchards, cannot easily be handled on-site. Other types of agricultural waste may need to be removed for disease prevention purposes or because a specific farm may not have the capacity to absorb all of the material (such is the case at times with amounts of animal manures that exceed the nitrogen-holding capacity of a farm). Some of these materials are currently being processed at composting or other solid waste facilities.

Current Processing Facilities

Several processing facilities are currently operating in Snohomish County to handle organics and other materials, and those are briefly summarized here in a separate section because these facilities handle more than a single type of material. Facilities currently permitted to operate in Snohomish County include:

Bailey Compost – Bailey Compost is a composting facility located at the Bailand Dairy Farm. This facility composts cow manure from the dairy with yard debris, which is accepted for a fee at the facility.

Cedar Grove Compost – Cedar Grove began with a large composting facility in Maple Valley (King County) and has operated a facility in Everett since 2004. Both facilities use the "Gore Cover Technology" to compost yard debris, food waste, wood waste and agricultural organics.

Lenz Enterprises – Lenz Enterprises accepts yard debris, food waste and agricultural waste for composting. These materials are ground, mixed, and then composted in concrete bunkers. Air is pulled or pushed through the material as it is composted, depending on temperature levels and aeration needs. The compost is cured and then screened and blended with other materials.

Pacific Topsoils – Pacific Topsoils accepts a variety of materials for recycling, including yard debris, sod, brush, stumps, wood waste, soil, asphalt and concrete. Organic materials are composted at their Maltby location and used in a variety of topsoil blends sold by them.

Riverside Topsoils – This composting operation handles yard debris, landclearing debris, manures, sawdust and shavings to produce the topsoil blends and other products that they sell.

Thomas Farm Agricultural Composting – This composting operation mixes animal manure and bedding with sawdust and shavings to produce a composted mix (“Fertil Mulch”) that is sold through another family business, Topsoils Northwest.

Table 4 shows a summary of the types of materials handled by these facilities and the annual amounts for 2018, which is the most recent year for which this data is available ([Ecology 2020b](#)). Not shown in the above list or in Table 4 are two wastewater treatment plants (Arlington and Granite Falls) that mix sawdust, shavings and hog fuel with biosolids to produce a soil amendment. Also not shown in Table 4 are facilities outside of Snohomish County that are handling Snohomish County materials. For instance, much of the wood waste collected in Snohomish County is only minimally processed and then shipped to out-of-county facilities for use as hog fuel. On the other hand, the quantities shown in Table 4 include many tons of materials from outside of the county, as Snohomish County is a net importer of organics due to the large number of processing facilities present in the county.

Facility	Agricultural Organics	Food Wastes	Land Clearing Debris	Wood Waste	Yard Debris	Yard Debris and Food Waste Mixed	Total Tons (2018)
Bailey Compost	X				X		17,000
Cedar Grove Compost	X	X		X	X	X	146,652
Lenz Enterprises	X	X			X	X	74,861
Pacific Topsoils			X		X		62,564
Riverside Topsoils	X		X	X	X		3,344
Thomas Farm	X			X			22,000

Note: 1. Agricultural waste includes vegetative materials, manures, and bedding.

Source: Washington State Department of Ecology Website, <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost> (Ecology 2020b).

Current and Future Processing Capacity

[RCW 70A.205.045 \(7\)\(b\)\(iii\)](#) requires solid waste plans to address programs to separately collect yard debris and food waste if “there are adequate markets or capacity for composted yard waste and food waste within or near the service area to consume the majority of the material collected.” While there are occasionally reports of marketing challenges for composted materials, the facilities in Snohomish County are generally

able to sell all of the materials produced. The current capacity for composting facilities in Snohomish County is adequate to handle the amounts of organics generated in Snohomish County as well as a significant amount of material from neighboring counties.

County Policy for Future Development of Processing Facilities and Markets

In recent years, there have been varying degrees of involvement by Snohomish County and other local governments in the development of processing facilities, markets and other systems to manage organics. Currently, it is anticipated that Snohomish County will have only a limited role in the future development of handling and management systems for organics. Although the County (and the cities as appropriate) will continue to set goals and encourage collection programs, this policy recognizes the ability of the private sector to find the proper balance for growth and economic sustainability in the future development of organics processing capabilities and markets.

PLANNING ISSUES

General Planning Issues

- Define what the Division organics program should look like.
- Collaborate and coordinate with the Washington Association of County Solid Waste Managers (WACSWM) and other regional partners/jurisdictions on the standardization, simplification and implementation of organics-related programs and initiatives.
- Investigate additional sources of funding for alternatives to burning and other organics-related programs.
- Contamination issues related to composting and food waste.

ALTERNATIVES

Alternative A – Encourage Food Waste Diversion through Education Efforts

Food waste is the largest single material remaining in the waste stream, and getting people to recognize that this is a resource, not a waste, will require a strong educational effort. The options for diverting food waste could be promoted to residential and commercial generators. The County could collaborate with the WSU Extension Service, Waste Management and Republic Services (through revenue sharing agreements) to develop outreach programs specifically related to food waste diversion.

Alternative B – Regional Coordination

The County should collaborate with regional partners, such as with King County's efforts in organics. Other options could include coordination with new ventures, such as the

Darrington Wood Innovation Center. Additionally, the County will work with WACSWM efforts to develop guidance on organics programs. Regional collaboration activities such as these could provide more consistent messaging about programs in the region, and hence less confusion among program participants, lower contamination levels and more effective programs overall. Regional collaboration could also lead to better results for new programs by combining the skills and resources of the agencies involved.

Alternative C – Reduce Contamination in Organics Collection Programs

The amount contamination in programs that collect mixed yard debris and food waste from residential sources, or food waste from commercial sources, has increased since these programs were initiated. The County could collaborate with the WSU Extension Service, Waste Management and Republic Services to develop outreach programs specifically related to various aspects of organics and contamination.

Alternative D – Define Division Program Priorities

The Division manages a variety of solid waste-oriented programs but has not recently collaborated on establishing outreach and education priorities specifically related to organics. Planning staff will convene and develop guidance for education priorities. SWAC could also be consulted in determining the priorities and providing guidance to the Division toward organic related activities.

RECOMMENDATIONS

The following recommendations are being made for organics programs:

- O1) The County should participate in a regional effort to provide consistent messages for organics related initiatives.
- O2) Organics program priorities need to be defined.
- O3) Partner with the WSU Extension Service and revenue sharing agreement partners (if the funding exists) to provide education services that align with Division priorities.

Snohomish County would be the lead agency for most of these recommendations, although Recommendation O1 will involve other agencies and/or other county departments besides the Solid Waste Division.

The above recommendations will require additional expenditures for outreach materials and operating expenses.

All of these recommendations can be implemented soon or in the next few years.

REFERENCES

Ecology 2015. Washington Department of Ecology, *Moving Washington Beyond Waste and Toxics*, June 2015 (Publication #15-04-019).

Ecology 2016. Washington Department of Ecology, *2015-2016 Washington Statewide Waste Characterization Study*, October 2016 (Publication #16-07-032).

Ecology 2020a. Data from the Annual Recycling Survey, Washington Department of Ecology, email from Dan Weston to Rick Hlavka, January 22, 2020.

Ecology 2020b. "WA State Composted Materials for 2018," spreadsheet from the website for the Washington Department of Ecology, <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost>, May 25, 2020.

WASTE COLLECTION

SUMMARY

This technical memo describes the solid waste collection system in Snohomish County, including identification of policies, regulations, emerging issues, current garbage haulers, service areas and rates.

The recommendations made in this technical memorandum address the need for possible increased curbside collection and involvement of SWAC to address any waste collection issues.

BACKGROUND

Effective and efficient waste collection is an important aspect of a well-designed solid waste management system. Although a major goal of the *Snohomish County Comprehensive Solid and Hazardous Waste Management Plan* is to reduce waste volumes to the extent possible, waste collection services will continue to play a vital role for the foreseeable future.

This technical memorandum addresses garbage collection, which is regulated differently than collection of recyclable and compostable materials. Collection of other materials (such as recyclables, organics, moderate risk wastes and other special wastes) is addressed in the technical memorandums dealing with those materials.

Goals and Policies for Collection

Goals and policies specific to waste collection include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-3, Waste Collection: Provide a variety of equitable and efficient collection services to County residences and businesses that are in line with the Division's other goals and policies.
- Related Policies from other technical memorandums:
 - o Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.
 - o Policy 2-2, Organics: Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.
 - o Policy 2-4, Waste Transfer: Provide a variety of equitable and efficient waste transfer services to County residences and businesses that are in line with the Division's other goals and policies.

- o Policy 2-7, Administration and Regulation: Ensure that administrative services and regulatory activities provide adequate support for policies and programs undertaken by the Division.

Regulations for Collection

The governing authorities for collection are the Washington Department of Ecology ([Ecology](#)), the Washington Utilities and Transportation Commission ([UTC](#)), [Snohomish County](#), and the cities and towns within Snohomish County. The [Tulalip Tribes of Washington](#) have inherent authority to govern all activities related to solid waste management within the boundaries of the Tulalip Indian Reservation.

UTC Regulations: The UTC regulates solid waste collection companies under:

- [Chapter 81.77 RCW](#), Solid Waste Collection Companies: This law establishes the regulatory authority for solid waste collection companies and the procedures and standards with which they must comply.
- [Chapter 35.21 RCW](#), Cities and Towns: This law establishes the authority of towns and cities in regard to solid waste and the procedures and standards with which they must comply.
- [Chapter 480-70 WAC](#), Rules for Solid Waste and/or Refuse Collection Companies: This chapter establishes standards for public safety, fair practices, reasonable charges, nondiscriminatory application of rates, adequate and dependable service, consumer protection, and compliance.

County Regulations: [Title 7 of the Snohomish County Code](#) has several provisions that affect collection programs. This title also addresses illegal dumping and littering. [Section 7.42](#) establishes minimum service levels for residential (single family and multi-family) recycling in the unincorporated areas. Single family garbage collection services in the unincorporated areas are also required to include weekly mini-can and other weekly service levels, monthly mini-can and one can service levels, and a recycling-only option.

One of the more important provisions of the Snohomish County Code establishes “flow control” authority for the County, which requires that waste generated in the County be disposed only at sites within the Snohomish County solid waste system (see [Section 7.35.125](#)). This provision also requires that clearly-marked containers for garbage and recycling be used at construction sites and other locations, to help ensure that materials collected as recyclables go to reclamation facilities rather than landfills. This helps ensure that landfill-disposed materials are properly handled and disposed of within the Snohomish County solid waste disposal system. SCC 7.35.125 is described in more detail in the Disposal technical memo.

Many of the cities in Snohomish County have adopted codes that require homes and businesses to subscribe to garbage collection services and to keep their properties free of junk accumulations and related problems.

Municipal Authority: Four forms of collection services are allowed by State law:

- **Certificated:** With this collection method, the municipality is not actively involved in the management of garbage collection. Instead, it allows the UTC-certificated hauler to provide service. This is the only form of waste collection available in the unincorporated areas of the county.
- **Municipal:** This method utilizes municipal employees to collect waste.
- **Licensed collection:** This method applies to municipalities that require private collectors to have both a city-issued license as well as a UTC Certificate. This gives the municipality some measure of control over collection services.
- **Contracted collection:** A municipality can enter into a contract with a private hauler to provide waste collection services.

Only cities and towns are authorized to engage in the last three options (except that Snohomish County is allowed to contract for residential curbside recycling services in the unincorporated areas):

EXISTING PROGRAMS AND ACTIVITIES

Waste Haulers

One municipality collects waste within their city limits (Marysville). Four private haulers perform collection for the rest of Snohomish County: Republic Services, Rubatino Refuse Removal, Sound Disposal, and Waste Management. Their contact information follows:

Republic Services Inc
54 S. Dawson St.
Seattle, WA 98134
(206) 332-7700
www.republicservices.com

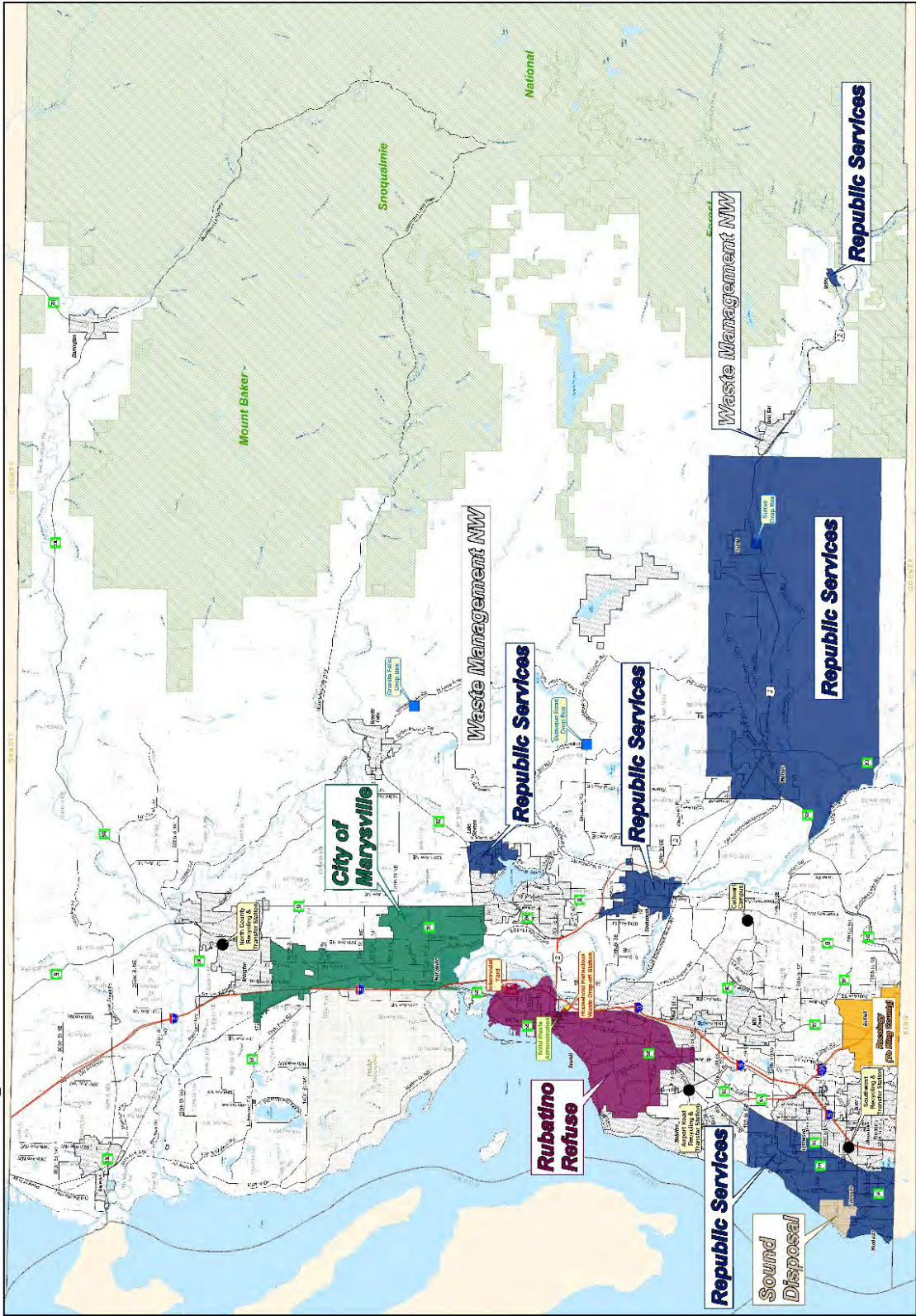
Rubatino Refuse Removal Inc
P.O. Box 1029
Everett, WA 98206-1029
(206) 259-0044
www.rubatino.com

Sound Disposal Inc
8421 - 202nd SW
P.O. Box 487
Edmonds, WA 98020-0487
(206) 778-2404
www.sounddisposalinc.com

Waste Management Northwest
720 4th Ave.
Kirkland, WA 98033
(425) 823-6164
www.wmnorthwest.com

A fifth private hauler, Recology, collects waste in Bothell, but since most of Bothell is in King County, the waste is brought there instead of being part of Snohomish County's system (pursuant to an agreement between the city and the two counties, see Appendix G for more details). Figure 1 shows the service areas for each collection service (as of January 2021). Table 1 lists the form of collection service found in each municipality and notes the ten municipalities where collection is mandatory.

Figure 1
Waste Collection Areas in Snohomish County



Source: Snohomish County,

Table 1. Waste Collection Service Arrangements in Snohomish County		
Municipality	Form of Service	Mandatory Collection
Arlington	Contract	Yes
Bothell (part)	Contract	Yes
Brier	UTC Certificate	No
Darrington	Contract	No
Edmonds	UTC Certificate	No
Everett	UTC Certificate	No
Gold Bar	UTC Certificate	No
Granite Falls	Contract	No
Index	UTC Certificate	No
Lake Stevens	UTC Certificate/Contract	Yes
Lynnwood	UTC Certificate	Yes
Marysville	Municipal	Yes
Mill Creek	Contract	No
Monroe	Contract	Yes
Mountlake Terrace	Contract	Yes
Mukilteo	Contract	No
Snohomish	Contract	Yes
Stanwood	Contract	Yes
Sultan	Contract	Yes
Woodway	UTC Certificate	No

Frequency of Collection

Marysville and the four private haulers in Snohomish County offer weekly collection options for residential garbage collection for the 20 cities and towns in the County. In addition, monthly service is provided in more than half of the cities and towns and every other week services are provided in eight of the cities. The monthly and every other week service is offered at a lower price than the weekly service rate for the same size can. This provides incentive for residents to reduce waste and encourages recycling and composting.

Tiered Rates Based on Can Size

Marysville and all four private haulers in Snohomish County offer tiered rates based on can size. All areas except Marysville offer a min-can (20-gallon) option. Providing discounted rates for smaller can sizes also encourages waste reduction, recycling and composting.

Table 2 lists the haulers, their service districts, and each district's area (square miles), population, and population density.

Table 2. Waste Collection Service Providers in Snohomish County			
Service Area	Area (square miles)	Population¹	Density (people per sq. mi.)²
Municipal Services			
Marysville	20.47	69,180	3,379
Recology			
Bothell (part)	6.4	18,670	2,917
Republic Services Inc			
Edmonds	9.04	42,470	4,697
Lynnwood	10.12	40,690	4,021
Monroe	5.71	19,800	3,467
Sultan	3.35	5,530	1,652
Woodway	1.10	1,360	1,234
Uninc. Snohomish County	NA	NA	205
Rubatino Refuse Removal Inc			
Everett	34.25	112,700	3,291
Uninc. Snohomish County	NA	NA	205
Sound Disposal Inc			
Edmonds	9.04	42,470	4,697
Waste Management NW			
Arlington	12.28	20,600	1,678
Brier	2.28	6,760	2,971
Darrington	2.13	1,420	666
Edmonds	9.04	42,470	4,697
Gold Bar	1.45	2,195	1,517
Granite Falls	2.16	4,425	2,046
Index	0.19	175	921
Lake Stevens	9.19	34,150	3,716
Mill Creek	4.75	20,590	4,331
Mountlake Terrace	3.98	21,660	5,439
Mukilteo	6.14	21,360	3,481
Snohomish	3.51	10,240	2,916
Stanwood	3.00	7,125	2,372
Uninc. Snohomish County	NA	NA	205

Notes: All figures are estimates for the year 2020, except the population density for the unincorporated area, which is based on a 2019 figure for the total area of the county (2,087.3 sq. mi.).

1. Population data is from the Office of Financial Management (OFM) [April 1, 2020 Population of Cities, Towns and Counties](#). Figures are not available for the parts of the unincorporated areas that are serviced by each hauler.
2. The population density figures shown for the unincorporated areas for Republic Services, Inc., Rubatino Refuse Removal, Inc. and Waste Management Northwest are for all of Snohomish County, and are not specific to the service area for each hauler.

Biomedical Waste

The State's definition of biomedical waste ([RCW 70A.228.010](#)) preempts that of local health jurisdictions and includes animal waste, biosafety level 4 disease waste, "cultures and stocks," human blood and blood products, pathological waste and sharps (syringes).

The UTC regulates transporters of biomedical wastes. Its regulations also allow solid waste haulers to refuse to haul wastes that they observe to contain infectious wastes as defined by the UTC. The UTC has issued statewide franchises to Stericycle Inc and Waste Management of Washington to transport biomedical wastes. Stericycle Inc collects biomedical and infectious wastes generated in Snohomish County. It sends pathological and trace chemotherapy waste as well as medicine to its incineration facility in Salt Lake City, Utah. The other biomedical wastes are sent to its facility in Morton, Washington for autoclave heat treatment (Stericycle 2020). In addition, Waste Management of Washington collects biomedical waste in all of Snohomish County (along with all of Washington). The waste is taken to their processing plant in South Seattle for autoclave treatment.

The list of potential generators of biomedical waste includes medical and dental practices, hospitals and clinics, veterinary clinics, farms and ranches, and individual residences. There is no definitive estimate of the quantity of syringes (sharps) and other biomedical wastes that are improperly disposed locally, but haulers in other areas often report seeing syringes sticking out of garbage bags. This problem could be expected to increase without proper disposal education due to an aging population and additional medications that have recently become available for home use (e.g. for HIV, arthritis, osteoporosis and psoriasis).

PLANNING ISSUES

General Issues

Current planning issues related to waste collection include:

- How to increase curbside collection participation.

ALTERNATIVES

Alternative A – Increase Curbside Collection Participation

During the COVID-19 pandemic response, citizens were encouraged to quarantine and stay safe and healthy. Snohomish County solid waste facilities along with G-certificated haulers continued to operate as essential services. With many people confined to their homes, the public cleaned out many of their garages and houses. This created a spike in non-essential and non-putrescible garage. Many citizens that did not subscribe to

curbside collection service, inundated County solid waste facilities to dispose of their unwanted material. With reduced facility hours and other restrictions, this increased the wait and processing times. As a resolution to having to wait in line, County staff encouraged residents to subscribe to curbside garbage and recycling collection service. Many people took advantage of this service.

Alternative B – Solid Waste Advisory Committee (SWAC) Involvement

The current collection system in Snohomish County is robust and is functioning well to provide efficient garbage and recycling collection services to area residents. If any of the G-certificated haulers for Snohomish County have issues related to waste collection, engaging the SWAC could be an effective way to address the issues.

CONCLUSIONS

The current collection system has adequate capacity to handle the anticipated waste stream for years to come and is currently functioning well.

RECOMMENDATIONS

The following recommendations are being made for the solid waste collection system:

- C1) Strategize and collaborate with G-certificated haulers on how to increase curbside collection participation.
- C2) Engage SWAC for waste collection issues.

Snohomish County and the haulers would work collaboratively to engage in discussions related to Recommendations C1 and C2.

TRANSFER

SUMMARY

This technical memorandum discusses the existing municipal solid waste transfer system in Snohomish County, identifies relevant planning issues, and develops and evaluates alternative transfer system strategies.

The recommendations made in this technical memo address the potential future need for additional transfer capacity and the need to evaluate the vector facility's operation and capacity.

BACKGROUND

The transfer component of a solid waste system involves consolidating numerous small loads of waste into larger containers or vehicles that are more economical to transport to a final disposal facility. Transfer stations in Snohomish County have the ability to receive waste and compact it into shipping containers for transport by railroad to the Roosevelt landfill in Klickitat County, Washington, owned and operated by Republic Services. County transfer stations offer extensive opportunities to drop off a variety of recyclable materials, and in some locations, the ability to collect limited types of household hazardous wastes (HHW).

Smaller facilities, generally without waste compaction and with fewer recycling opportunities, are typically used in rural or less densely populated areas where waste flows do not justify the large capital investment for a transfer station. In Snohomish County, these are called drop box (DB) sites, since roll-off containers or "drop boxes" are the type of containers used to receive the wastes.

Goals and Policies for the Transfer System

Goals and policies specific to the solid waste transfer system include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-4, Waste Transfer: Provide a variety of equitable and efficient waste transfer services to County residences and businesses that are in line with the Division's other goals and policies.
- Related policies from other technical memorandums:
 - o Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.
 - o Policy 2-2, Organics: Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.

Regulations for the Transfer System

The following regulations apply to transfer facilities:

- State regulations governing transfer stations and drop boxes are found in [WAC 173-350-310](#) of the Solid Waste Handling Standards.
- Snohomish County has a flow control ordinance requiring all solid waste generated in the county to be delivered to a facility located in the county ([SCC Chapter 7.35](#)).

EXISTING PROGRAMS AND ACTIVITIES

The solid waste transfer system for Snohomish County consists of three large transfer stations: Airport Road Recycling and Transfer Station (ARTS), North County Recycling and Transfer Station (NCRTS), and Southwest Recycling and Transfer Station (SWRTS). A fourth station, the Cathcart Way Recycling and Transfer Station (CWRTS), is opened when one of the other stations is temporarily closed for maintenance or repair.

There are also three drop box sites (DBs) located in Granite Falls, Sultan, and Snohomish. These DBs are used almost exclusively by self-haul customers. Altogether, the DBs handled only 2.9% of the County's solid waste in 2019. Figure 1 shows a map of the County's solid waste transfer facilities.

At the transfer stations, wastes are compacted into shipping containers and trucked to the County's Intermodal Yard in Everett, where they are placed on a train and hauled by Burlington Northern Santa Fe (BNSF) to the Republic Services Regional Landfill near Roosevelt (Klickitat County), Washington. The Intermodal Yard is owned by the County and leased to Republic Services. The shipping process is discussed in more detail in the Disposal technical memorandum.

Transfer Stations

The County's four transfer stations accept waste from municipal, commercial, and self-haulers. Fees for garbage disposal at these stations currently (2021) are a minimum of \$20 (including tax) for quantities up to 360 pounds, and \$105 per ton plus tax for quantities over 360 pounds. Some wastes require special preparation prior to acceptance at County facilities and other wastes are not accepted at all (see Special Wastes section below).

The four transfer stations are described below and the tonnages of waste and recyclables they handled in 2019 are shown in Table 1.

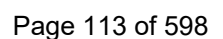
3

Table 1. Tons of Wastes and Recyclables Received at Transfer Stations and DBs (2019)

Facility	Wastes				Recyclable Materials			Total Tons (2019)
	Solid Waste (MSW)	Construction and Demo.	Treated Wood	Other (Furniture)	Recyclables ¹	Wood	Yard Debris	
ARTS	211,237	32,155	456	1,507	2,845	1,785	5,288	255,273
CWRTS	18,476	96	92	424 ²	480	NA	NA	19,568
Dubuque DB	5,087	624	46	234	804	45	NA	6,840
Granite Falls DB	2,471	263	18	102	304	18	NA	3,176
NCRTS	98,520	15,779	129	516	1,898	545	1,124	118,511
Sultan DB	5,999	718	111	94	674	110	NA	7,706
SWRTS	115,190	27,539	7	3,379	2,223	1,005	10,967	160,310
Total Tons	456,980	77,174	859	6,256	9,228	3,508	17,379	571,384

- Notes: 1. "Recyclables" include cardboard, mixed paper, glass, aluminum cans and ferrous metals.
 2. For CWRTS, the figure shown for "Other" is junk vehicles, but for all other sites it is furniture.
 NA = Not Applicable, that material is not collected separately at that facility.

Source: Annual reports to Ecology, by Snohomish County. Figures shown are outbound tonnages.

Airport Road Recycling & Transfer Station (ARTS)

10700 Minuteman Drive, Everett, WA 98204

The \$25 million ARTS facility opened in October 2003. Located on a 10-acre site, it has a 55,000 square foot tipping floor and a design capacity of about 1,800 tons/day and 649,800 tons/year. It can handle 180 tons per hour, 1,100 vehicles per day, and 140 vehicles per hour.¹ In 2019, 67.5% of its tonnage was from commercial haulers.

Cathcart Way Recycling & Transfer Station (CWRTS)

8915 Cathcart Way, Snohomish, WA 98296

The CWRTS facility opened in 2003 and underwent significant upgrades in 2009, including new scales and a new compactor. Located on a 2.3-acre site, it has a 4,300 square foot tipping floor and a design capacity of about 600 tons/day and 100,000 tons/year. It can handle 60 tons per hour, 100 (commercial) vehicles per day, and 10 vehicles per hour. CWRTS is open only on an intermittent basis. It serves customers with a hydraulic or mechanically unloading vehicle that have been diverted from other Snohomish County transfer stations when they are closed for maintenance or repair.

Abandoned vessels, including boats, recreational vehicles (RVs), travel trailers and vehicles impounded by law enforcement agencies are accepted for recycling at CWRTS. Citizens looking to dispose of RVs or boats may contact the Environmental

¹ Station size and design capacity figures are from "Evaluation of Solid Waste Facility Needs Technical Memorandum (HDR 2018).

Cleanup Team to schedule an appointment for the disposal/recycling of those items. These vehicles are weighed and charged the current solid waste disposal fee per ton. County staff dismantle vehicle chassis for recycling.

There is also a vector facility at CWRTS. This facility currently operates five days per week and accepts a variety of liquids and semi-liquid materials for treatment. This facility does not handle septic or sewage-related wastes, and many of the materials it can accept require pre-approval and testing. Information regarding rates/fees, authorization requirements and acceptance policy/waste restrictions may be found at the following link:

<https://www.snohomishcountywa.gov/5430/Vector-Waste-Decant-Facility>

North County Recycling & Transfer Station (NCRTS)

19600 63rd Avenue NE, Arlington, WA 98223

NCRTS opened for operations in 1986. Located on a 9-acre site, the station has an older design with push pits and a 6,000 square foot floor. NCRTS has peak capacities of 600 tons per day, 60 tons per hour, 650 vehicles per day, and 110 vehicles per hour. In 2019, 66.2% of its tonnage was from commercial haulers.

Southwest Recycling & Transfer Station (SWRTS)

21311 61st Place W, Mountlake Terrace, WA 98043

The \$28 million SWRTS facility opened in September 2004. Located on a 9-acre site, it has a 37,500 square foot tipping floor and a design capacity of about 1,200 tons/day and 260,000 tons/year. SWRTS has peak capacities of 120 tons per hour, 1,100 vehicles per day, and 140 vehicles per hour. In 2019, 56.9% of its tonnage was from commercial haulers.

Drop Boxes (DBs)

Two DBs, in Gold Bar and Oso, were closed in early 2009, leaving three DBs in Snohomish County. Self-haulers currently utilize DBs at three locations:

- Granite Falls DB: 7526 Menzel Lake Road, Granite Falls, WA, 98252
- Dubuque Road DB: 19619 Dubuque Road, Snohomish, WA, 98290
- Sultan DB: 33014 Cascade View Drive, Sultan, WA, 98294

DBs allow a maximum load of 5 cubic yards per customer. As of 2021, the minimum cost to dispose of up to one cubic yard of material is \$20, and each additional cubic yard is \$20. The current tonnages of waste delivered to the drop box sites are shown in Table 1.

SPECIAL WASTES

[Chapter 173-303 WAC](#), the Dangerous Waste Regulations, defines special waste as a type of dangerous (i.e., hazardous) waste. However, historically the term “special waste” has been widely used in Washington State to refer to problematic solid wastes. For the purpose of this Plan, special waste refers to special types of solid waste, a usage that is consistent with [Chapter 7.35](#) of the Snohomish County Code and also with other solid waste management plans in Washington State. Some special wastes have some similarities to “normal” municipal solid waste and can be managed in a similar fashion at solid waste facilities but many special wastes require additional precautions or special handling procedures to avoid creating elevated risks to the environment or to human health and safety.

The County’s [waste acceptance policy](#) is updated periodically to reflect evolving programs and regulations. This policy identifies the various wastes accepted at County solid waste facilities, notes those that require special preparation, and lists options for handling wastes that are not accepted at County facilities. Any changes in the waste acceptance policy take precedence over the information in this Plan. There are five broad categories of special waste:

- Wastes not accepted at County facilities:
 - o Air conditioners
 - o Asbestos containing material
 - o Bio-hazardous/medical waste (all types)
 - o Canisters and tanks
 - o Contaminated soils
 - o Dehumidifiers
 - o Electronics (E-waste)
 - o Heat pumps
 - o Industrial ash
 - o Liquid waste
 - o Major motor vehicle components
 - o Pharmaceutical waste (sharps/needles)
 - o Refrigerators/freezers
 - o Rodent-infested loads
 - o Septage or septic tank waste.
 - o Additional wastes identified in [Snohomish County Code 7.41.050](#).
- Wastes requiring special preparation for acceptance at County facilities:
 - o Ash
 - o Asphalt, brick, concrete, dirt, sod, sand, gravel, and rocks
 - o Canopies
 - o Contaminated soils not designated as hazardous waste
 - o Dead animals (less than 10 pounds)
 - o Fecal matter from pets
 - o Grease-trap solids

- o Latex paint (open, dried-out cans accepted at County at transfer stations or DBs; liquid paint accepted at the Household Hazardous Waste Facility)
 - o Sewer treatment plant screenings and grit
 - o Tires
 - o Yard debris/clean wood debris
- Certain wastes are accepted for recycling only (i.e., not for disposal):
 - o Large household appliances not containing Freon or chlorinated fluorocarbons
 - o Automotive products including lead acid batteries, motor oil and filters, and antifreeze, with quantity limits
 - o Fluorescent tubes, high intensity discharge lamps, and compact fluorescent bulbs
 - o Lawn mowers (fluids drained, battery and extra plastic removed)
- E-waste, sharps (syringes) and pharmaceuticals are handled by product stewardship programs funded and managed by the manufacturers of the original products.
- Household hazardous wastes and business-generated hazardous wastes are prohibited at the transfer stations and DBs but may be accepted at the Household Hazardous Waste Facility.

In addition to the above, there are size restrictions for the wastes accepted at NCRTS and the drop box sites. At these facilities, items must be less than six feet long or 25 square feet in area, except sofas, appliances, mattresses, doors, carpets, and rugs.

PLANNING ISSUES

Near-Term Planning Issues

Current issues related to the solid waste transfer system include:

- Waste disposal tonnages in Snohomish County and across the United States decreased sharply in 2008 and 2009 due to the economic downturn. As the economy recovered, waste tonnages have grown but are still within the capacity of Snohomish County facilities (see Table 2). The one possible exception currently is the Dubuque Road DB (see next bullet), which is currently struggling with traffic backups onto a local main road. Previous projections did not foresee any other major problems with capacity that could not be addressed with operational changes (such as expanding hours of operation or other steps). It remains to be seen, however, whether the impact of the 2020 COVID-19 pandemic will create another recession and another drop in waste tonnages, or if the pandemic will lead to an increase in tonnages (as it appears to be doing in the short term).

Table 2. Transfer Station Capacity Data								
	ARTS		CWRTS		NCRTS		SWRTS	
Year	Peak Capacity	2019 Actual	Peak Capacity	2019 Actual	Peak Capacity	2019 Actual	Peak Capacity	2019 Actual
Average Tons per Day	1,800	818	NA	62	600	324	1,200	439
Average Vehicles per Day	1,100	600	NA	18	650	322	1,100	467

Notes: NA = Not Available.

The average tons per day figures do not include “recyclables” (see Table 1), since those are delivered to separate containers at the transfer stations.

Sources: Snohomish County records and “*Evaluation of Solid Waste Facility Needs Technical Memorandum (HDR 2018)*.”

- A recent study (Parametrix 2020) evaluated several alternatives for expanding the Dubuque Road DB site to increase waste handling capacity and relieve weekend traffic issues. A significant impediment to upgrading the site, however, is the proximity of a City of Everett water transmission line and maintenance easement.
- Replacement of a compactor at NCRTS will be completed in 2021.
- The operation and use of the vector decant facility needs to be reviewed, including an investigation into customer use, capacity issues, rates, facility configuration and potential improvements.

Long-Term Planning Issues

Current long-term issues related to the solid waste transfer system include:

- Expanded hours of operation at the transfer stations could provide additional system transfer capacity.
- Expansion of the Intermodal Yard onto adjacent County-owned properties if additional capacity is needed.

ALTERNATIVES

Alternative A – Expand Operational Hours at ARTS and SWRTS

If solid waste facility capacity ever became an issue, expanding the hours of weekday operation at ARTS, SWRTS and NCRTS would give staff extra time to compact MSW and load shipping containers (HDR 2018, Scenario 3). This could be combined with expanding weekday hours for receiving MSW, allowing more time for commercial loads

to be delivered. Expanding weekend hours could reduce waiting times by spreading traffic volumes over more hours, an important customer benefit.

While a local noise ordinance limits the hours of operation at SWRTS, the other two primary transfer stations (ARTS and NCRTS) have no such limitations and could theoretically operate 24 hours per day and seven days per week. Expanding the hours of operation will likely require the hiring of additional staff.

Alternative B – Expand the Dubuque Road Drop Box Facility

A study completed in late 2020 evaluated options for an enhanced Dubuque Road DB facility to serve the growing population in central Snohomish County. The results of that study and other options are being evaluated.

Alternative C – Evaluate Vactor Decant Facility Use, Capacity and Operations

Use of the vactor facility is at an all-time high and there are several issues that need to be reviewed and potentially adjusted, such as grit storage, the physical facility footprint, capacity with the Silver Lake Water District, user fees, waste restrictions and automated processing of vactor-related transactions.

RECOMMENDATIONS

The following recommendations are being made for the solid waste transfer system.

- T1) Upgrade the Dubuque Road DB to meet the demands of capacity and population growth in central Snohomish County.
- T2) Expand Intermodal Yard if additional capacity is needed there.
- T3) Evaluate the use and operation of the vactor decant facility.

Snohomish County is the lead agency for these recommendations. Implementing these recommendations will require additional Solid Waste Division staff time. Conducting a cost-benefit analysis to evaluate revenues, costs, tonnages, greenhouse gas emissions and other transfer system-wide factors will help to determine the timing of implementation.

REFERENCES

HDR 2018. HDR, *Task 4 – Evaluation of Solid Waste Facility Needs Technical Memorandum*, May 25, 2018.

Parametrix 2020. Parametrix, *Dubuque Road Drop Box Expansion Planning*, December 2020.

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DRAFT

DISPOSAL

SUMMARY

This technical memorandum discusses existing programs and facilities, identifies relevant planning issues, and develops and evaluates alternative strategies for disposal of municipal solid waste (MSW).

The recommendations made in this technical memorandum address the appropriate uses of closed landfills and continued enforcement of flow control.

BACKGROUND

Where and how waste is disposed affects public health and the environment, today and in the future, making the final disposition of waste a critical element of this plan. This memorandum discusses the County's current garbage disposal system and touches on goals for waste prevention and diversion. Current prevention and diversion methods (such as recycling and composting) are addressed in other memoranda.

Goals and Policies for Disposal

Goals and policies specific to disposal include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-5, Waste Disposal: Continue to evaluate and monitor waste disposal options and services that meet customer needs and are in line with other goals and policies of the Solid Waste Comprehensive Plan.
- Related Policies in other technical memoranda:
 - o Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.
 - o Policy 2-2, Organics: Continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.
 - o Policy 2-4, Waste Transfer: Provide a variety of equitable and efficient waste transfer services to County residences and businesses that are in line with the Division's other goals and policies..
 - o Policy 2-7, Administration and Regulation: Ensure that administrative services and regulatory activities provide adequate support for policies and programs undertaken by the Division.

- o Policy 2-8, Moderate Risk Waste: Continue efforts to reduce the generation and toxicity of moderate risk waste and to ensure that convenient, cost effective and sustainable options for its safe management are available.

Regulations for Disposal

Regulations specific to disposal include:

- [Chapter 70A.205 RCW](#) This law addresses several aspects of waste disposal, including inert waste landfills, disposal facility siting and permitting, reserve accounts for landfill, and other requirements.
- [WAC 173-350-320](#) provides the rules for solid waste handling standards for piles used for storage or treatment.
- [WAC 173-350-400](#) – This rule establishes standards for limited purpose landfills.
- [WAC 173-350-410](#) – This rule establishes standards for inert waste landfills and facilities that use inert waste as a fill component. This regulation is applicable to facilities with a total capacity greater than 250 cubic yards.
- [Chapter 173-351 WAC](#) This rule establishes minimum statewide standards for municipal solid waste landfills.
- [Snohomish County Code Chapters 7.35 and 7.41](#) – Changes were made to the County Code in early 2011 to promote recycling and to ensure that materials destined for landfill disposal are properly handled and are disposed in the Snohomish County solid waste system. These are discussed in detail in a later section on Impact of Flow Control.
- Snohomish County, King County, and the City of Bothell have reached an agreement regarding disposal of waste collected in Bothell. Waste collected within the city limits established prior to January 1, 2011, will remain under King County jurisdiction for disposal. Any annexations after January 1, 2011 by the City of Bothell of Snohomish County lands will fall under Snohomish County jurisdiction for disposal. See Appendix G for copies of interlocal agreements.

EXISTING PROGRAMS AND ACTIVITIES

Solid waste that is not recycled or otherwise diverted is compacted into shipping containers at the transfer stations and hauled by truck to Snohomish County's intermodal rail facility in Everett. The facility is operated by Regional Disposal Company (now Republic Services) through a contract with Snohomish County. The waste is hauled by the Burlington Northern-Santa Fe (BNSF) railroad to the Roosevelt Regional Landfill in Klickitat County, Washington. The landfill began operations in 1991 and has an on-site landfill gas-fired power plant that generates renewable natural gas that the Klickitat Public Utilities District sells to Puget Sound Energy.

Table 1 lists the active solid waste sites located in Snohomish County. As of early 2020, the only active landfills in Snohomish County were inert waste landfills. In addition to the four active sites shown in Table 1, there were eight sites with piles of inert waste that were exempt from permitting and four sites using piles for storage or treatment.

Table 1. Active Solid Waste Sites in Snohomish County		
Site Name	City	Type
AAA Monroe Rock Corp	Snohomish	Inert Waste Landfill
Cemex Inert Waste Landfill, Everett	Everett	Inert Waste Landfill
Everett Water Filtration Plant	Sultan	Inert Waste Landfill
Woods Creek Quarry Inert Waste Landfill	Monroe	Inert Waste Landfill

Source: Ecology website, see <https://ecology.wa.gov/Research-Data/Data-resources/Solid-waste-recycling-data> (Ecology 2020).

Snohomish County Public Works owns five solid waste landfills: the Bryant Solid Waste Landfill, Cathcart Solid Waste Landfill, Lake Stevens Solid Waste Landfill, Lake Goodwin (Warm Beach) and the Sisco Landfill. All of these landfills show decreasing landfill gas production, ground water contamination, and surface water contamination. Snohomish County Parks and Recreation owns the McCollum/Emander Solid Waste Landfill, but its post-closure care is the responsibility of Snohomish County Public Works.

Active solid waste facilities such as drop boxes, transfer stations, and moderate risk waste facilities are addressed in other technical memoranda. The Vactor Decant Facility at 8915 Cathcart Way in Snohomish accepts waste from cleaning out storm drains and catch basins.

Additional information about facilities, including closed landfills no longer requiring monitoring, can be requested from the Snohomish Health District.

SITING OF DISPOSAL OR RECYCLING FACILITIES

Solid waste disposal, transfer, recycling, and composting facilities are often not welcomed as potential neighbors. Nevertheless, they are necessary for public health and implementation of public policy. Therefore, the ability to site, construct, and operate these types of facilities must be preserved. While environmental and land use controls are not a responsibility of the solid waste system, the Solid Waste Management Division will cooperate with those agencies and jurisdictions having land use and environmental control powers. This will help ensure that such facilities can be located in a manner that is fair and equitable for those who will be impacted by their location, as well as those who utilize or benefit from the facilities.

Siting criteria in state solid waste regulations were developed in the 1980s to address the siting of new MSW landfills. Because recyclables are (from a regulatory standpoint) a form of solid waste, recycling facilities must in general meet the same siting requirements as solid waste handling and disposal facilities. Appendix C provides more information about the siting process for solid waste facilities.

IMPACT OF FLOW CONTROL

Changes made in early 2011 to Snohomish County Code 7.35 and 7.41 were known as “flow control” because they control the handling and ultimate disposal of solid waste generated within Snohomish County. The Code now further clarifies the requirement that wastes generated in Snohomish County go to transfer facilities in the County. The purpose of the change was:

- to provide transparency about which materials are being recycled and which materials are being disposed at a landfill;
- to promote recycling; and
- to ensure that landfill-disposed materials are properly handled and are disposed in the Snohomish County solid waste system.

Disposal fees for waste generated in Snohomish County pay for the ongoing monitoring of six closed landfills, operation of seven waste transfer facilities, illegal dumping cleanup, recycling and program planning, and operation of a household hazardous waste drop-off station. The County’s solid waste system benefits all residents and businesses in Snohomish County and receives no local taxes or general fund revenues. It is important to keep revenue associated with waste generated in Snohomish County in the local solid waste system (through flow control) to cover the cost of these community programs and services.

Key highlights of the clarifications in the code include:

- Commercially provided containers for hauling non-recyclable waste for landfill disposal must be marked with the words “solid waste for disposal,” “landfill,” or “garbage.” These containers must be transported to a Snohomish County transfer station. It should be noted that state law restricts the commercial hauling of waste for landfill disposal to UTC-certificated waste haulers and city contracted haulers. Others can “self-haul” their own waste, including businesses and residents, as well contractors who can self-haul their own construction and demolition wastes for landfill disposal. In all cases, the waste must go to Snohomish County transfer facilities.
- Commercially provided containers for hauling recyclable materials for recycling must be marked with the words “recyclables” or “recycling” or display the universal recycling symbol (three chasing arrows that form an unending loop). These containers can ONLY be transported to a reclamation site/processor to be recycled. They can be transported to a recycling facility within or outside of Snohomish County

at whatever rate is offered by the hauler/processing facility. State law allows materials that will be recycled to be hauled by a wider range of businesses, including properly-licensed common carriers, such as construction and demolition material haulers. Recyclable materials can also be “self-hauled” to a recycling facility or drop-off site.”

- Any site utilizing recycling services must also have a properly marked container for non-recyclable waste for landfill disposal.
- Only recyclables that are actually going to be recycled should be put in the recycling containers. If the recycling containers have more than 10 percent accidental and incidental non-recyclable waste (by volume), they need to be “cleaned up” on site before they can be hauled to a recycling facility.
- Intermodal containers for hauling waste for landfill disposal directly to rail facilities are not allowed on construction/demolition job sites, except as otherwise approved by Snohomish County Solid Waste Division for the hauling of friable and non-friable asbestos containing material or petroleum contaminated soils.
- Construction and demolition waste hauled to Snohomish County transfer stations are charged at the rate of \$105/ton (this rate is current as of 2021).
- Non-recycled residuals from reclamation facilities processing recyclables in Snohomish County must be disposed of as solid waste at a rate of \$105/ton (2021 rate) or the rate of \$65/ton (2021 rate) if the facility meets certain requirements and utilizes an intermodal container.

Flow control officers observe recycling facilities and construction projects throughout the County to see that materials are actually being recycled. These officers document contamination and code issues related to the improper use of recycling or disposal of materials. Snohomish County is partnering with local cities, other County departments both within Snohomish County and outside the county, Ecology and the UTC for these enforcement and education activities. Many construction and demolition recycling programs do not meet the 10% rule or struggle to follow the requirements listed in [SCC 7.35.125](#). Snohomish County continues to correspond with and educate local recyclers and industry providers. The County issued one violation for flow control in 2019.

PLANNING ISSUES

Near-Term Planning Issues

Current planning issues related to waste disposal include:

- The County is interested in establishing a policy for beneficial use of closed landfills. This could include locating recreational activities on closed landfills, provided they do not compromise the integrity of environmental control systems such as the landfill cover or landfill gas control systems. For example, these activities may be restricted to passive recreational activities such as walking trails and educational kiosks.

- Continued enforcement of flow control activities are an integral component of disposal of solid waste in Snohomish County. Companies are continually engaging in “sham recycling”, not following mandated hauling guidelines or avoiding facility tipping fees by exporting solid waste out of the county.

Long-Term Planning Issues

Waste shipments by railroads have provided reliable transportation of large quantities of solid waste exported to landfills in eastern Oregon or Washington, with only infrequent service interruptions due to factors such as extreme weather, landslides, and temporary lack of empty shipping containers. However, it should not automatically be assumed that there will always be sufficient rail capacity available at a price compatible with solid waste disposal rates. Over the long run, the demand for rail transportation is likely to grow along with population. The major freight railroads (BNSF and Union Pacific) are making investments to add capacity and improve service to customers in Washington State, but their business practices and investment priorities are also heavily influenced by the railroads’ national-level needs and price competition.

Factors that could significantly affect future rail demand and pricing include:

- Increases or decreases in bulk exports such as coal, oil, or agricultural products.
- Volatility in global markets (where are products coming from or going to).
- Shifting economics between rail and truck.
- Fluctuating fuel costs and potential conversion to alternative sources of energy.
- Global economic changes, such as tariffs that could increase or decrease the amount of American products being exported and foreign goods being imported.
- Political changes.
- Climate change, which could affect the type and quantity of crops grown; flooding and washouts of track; wildfires and extreme heat.
- Regulatory changes, such as more or less stringent emissions limits from diesel locomotives and other greenhouse gas measures.

Since the mid-2000’s, numerous studies of the capacity of Washington’s railroads have been performed, many on behalf of the Washington State Department of Transportation. These studies looked at factors such as the inherent physical capacity of the track system; the location of bottlenecks; growth in demand for shipment by rail as well as by truck or barge; the effects of climate change; proposed capital improvement projects; and related public and private investment. The *2019 Washington State Rail System Plan* (WSDOT 2019) provides a recent assessment of rail capacity and projections of future demand for freight and passenger services.

ALTERNATIVES

Alternative A – Policy for Beneficial Activities at Closed Landfills

The County could establish policy and guidelines for appropriate uses of closed landfills that support Beyond Waste goals, while protecting the integrity of the environmental protection systems in place at the landfills.

Alternative B – Continued Enforcement of Flow Control Portion of County Code

This alternative involves the monitoring of waste generated at construction or demolition sites and the placement of wastes in the properly labeled containers, as well as tracking the final disposition of waste and recyclables.

RECOMMENDATIONS

The following recommendations are being made for disposal of municipal solid waste.

- D1) Establish policies and guidelines for appropriate uses of closed landfills.
- D2) Continue enforcement of the flow control elements of the revised County Code.

Snohomish County will be the lead agency for these two recommendations. These recommendations will not lead to a significant increase in staffing requirements or other budget demands, and can be continue to be implemented on an ongoing basis.

REFERENCES

Ecology 2020. Washington Department of Ecology, information from Ecology's website, <https://ecology.wa.gov/Research-Data/Data-resources/Solid-waste-recycling-data>, March 2020.

WSDOT 2019. 2019 Washington State Rail System Plan, December 2019.

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DRAFT

ENERGY FROM WASTE (EfW)

SUMMARY

This technical memorandum discusses the current options for deriving energy from waste (EfW). Historically, the term waste-to-energy (WTE) has been used but this term applies primarily to combustion methods; now the broader term EfW is being used to refer to a wider variety of technologies that utilize thermal, biological, mechanical and/or chemical processes. While many show a degree of promise and could provide a variety of advantages, most of these are still unproven on a large scale in the United States.

This technical memorandum provides a brief overview of current technologies for producing energy from waste. It is not intended to provide detailed information for the selection of a technology that would be appropriate for Snohomish County. This technical memorandum recommends monitoring the progress of these technologies to see if any might be of value to Snohomish County in the future.

BACKGROUND

Throughout history, humans have burned garbage to minimize its odors, deter pests, and reduce its volume. Open burning and incinerators with minimal or no controls were widely used in the United States until the 1980s. At that time, there was growing interest in the U.S. for 1) cleaning up the air emissions from solid waste incinerators, and 2) recovering energy from incinerators in the form of steam and electricity. A new style of incinerator was developed, which became known as a waste-to-energy (WTE) facility. Most of the WTE facilities in the U.S. were constructed during the 1980s and 1990s.

By the mid-1990s, interest in WTE in the U.S. had declined due to the public's concerns about toxic air emissions, especially carcinogens such as dioxins and furans. Despite improved air emissions control equipment, no new large (more than 500 tons/day) WTE facilities were brought on-line in the U.S. between 1996 and 2015. Meanwhile, WTE facilities in Europe continued to enjoy public support and are widely used to generate electricity and steam for heating buildings. After a 20-year hiatus in the U.S., a new 3,000 ton per day WTE facility opened in West Palm Beach, Florida in 2015.

In the past few years, interest in WTE and the broader group of EfW technologies has begun to grow again in the U.S. One primary factor spurring that interest is a concern about climate change and greenhouse gases (GHG) from burning fossil fuels to generate electricity. As an alternate energy source, the attractiveness of EfW may increase or decrease depending on whether fossil fuel prices appear to be rising or falling.

Goals and Policies for Energy from Waste

Goals and policies specific to energy from waste include:

- Goal 1: Support actions to reduce climate change and promote sustainability.
- Policy 1-2, Energy from Waste: Continue to monitor new and existing technologies for potential benefits to Snohomish County.
- Related policies from other technical memorandums include:
 - Policy 1-1, Climate Change: Support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change.

Regulations for Energy from Waste

The following regulations apply to energy from waste facilities and activities:

- State regulations governing energy recovery, incineration and anaerobic digestion facilities can be found in [Chapter 173-350 WAC](#), the Solid Waste Handling Standards. Chapter 173-350 WAC sets minimum functional performance standards for the proper handling of solid wastes. [WAC 173-350-240](#) contains rules for energy recovery and incineration facilities, and [WAC 173-350-250](#) contains rules for anaerobic digestion. Additional rules for incineration can also be found in [Chapter 173-306 WAC](#) (special incinerator ash management standards) and [Chapter 173-300 WAC](#) (certification of operators of solid waste incinerator and landfill facilities).
- [Chapter 7.35 of the Snohomish County Code](#) addresses incineration and other aspects of solid waste management.
- Depending on the type of facility and the technology employed, additional rules from the Puget Sound Clean Air Agency, EPA and other agencies would likely also apply.

EXISTING PROGRAMS AND ACTIVITIES

Current EfW Projects

As noted above, the term “energy from waste” (EfW) is being used more commonly now to refer to a wider variety of technologies that utilize thermal, biological, mechanical and/or chemical processes. There are relatively few EfW facilities used in the region. Some examples are briefly described below:

- **Spokane WTE Facility:** The City of Spokane operates an incinerator using mass burn technology. Mass burn technology is distinguished from other approaches by the fact that there is little pre-treatment of the waste. This facility has operated since 1991 and has a current capacity of 800 tons per day. It generates 22 megawatts of electricity, which is enough to power 13,000 homes. The solid waste processed is

reduced 90% by volume and 70% by weight. The ash is sent to the Roosevelt Regional Landfill for disposal.

- **Marion County WTE Facility:** Marion County's solid waste disposal system uses a mass burn incinerator located in Brooks, Oregon just off I-5. The plant is privately owned and operated by Covanta Marion, Inc., a subsidiary of New Jersey-based Covanta Energy Corp, which operates about 50 incinerators WTE plants around the world. The facility processes an average of 550 tons of garbage each day. The garbage is dumped into a 34-foot deep pit, which can hold nearly 3,000 tons at one time. An overhead crane mixes the garbage in the pit and lifts it into one of the two hoppers that feed the two boilers. The trash is burned at temperatures reaching 2,000 °F, which in turn boils water to generate steam to feed turbines that generate approximately 13 megawatts of electricity. This facility processes about 90% of Marion County's garbage. The other 10% consists of construction and demolition wastes, food processing waste, and other miscellaneous non-burnable materials.
- **Tacoma Food Waste Project:** The City of Tacoma experimented with processing source-separated food waste to supplement sewage in digesters at its wastewater treatment plant to produce methane gas that could be upgraded to pipeline quality for sale to a utility. This practice was abandoned for cost issues and technical reasons, and Tacoma's food waste is now combined with yard debris and composted.
- **Qualco Energy:** The Qualco Energy facility near Monroe, WA converts dairy manure and other organics into methane gas and generates 450 kW of power. The electricity generated is sold to the Snohomish Public Utility District. In addition to dairy manure, this facility has handled other wastes such as food waste, fish waste, cattle and chicken blood, trap grease, pulp, whey, and expired beer, wine, and soda. This facility also produces compost.
- **H.W. Hill Landfill Gas Project:** The regional landfill operated by Republic Services in Roosevelt, WA receives garbage from Snohomish County and many other municipalities. The gas created by the decomposing garbage is about 50% methane and 50% carbon dioxide, and is used to produce renewable natural gas (RNG), which the Klickitat PUD sells to Puget Sound Energy.
- **Wood Waste used for Fuel:** There are several facilities throughout the State of Washington that use wood waste for heat and electricity. The Hampton lumber mill in Darrington, WA burns wood waste (biomass) to cogenerate steam for drying lumber and electricity which is sold to the local utility. The McKinley Paper Company in Port Angeles, WA burns wood waste in a biomass cogeneration plant to provide steam for their operations, generating 9.5 megawatts.

It should be noted that the facilities listed above are generally in compliance with air quality and other environmental standards, and WTE facilities typically must meet more stringent standards than other power plants and facilities. It is anticipated that any new facilities proposed or constructed will need to meet even more stringent standards.

POTENTIAL EfW TECHNOLOGIES

EfW technologies can be grouped into three major categories: thermal, biological and chemical, and other technologies. A brief summary of these technologies is shown below.

Thermal EfW Technologies: Thermal technologies typically operate in a range of 700 to 10,000 °F. They have higher reaction rates than biological/chemical technologies. Most thermal technologies produce electricity as their primary energy product. The major types of thermal technologies include:

- **Mass Burn (Incineration):** “Mass burn” facilities burn waste in an “as received” condition, without further preparation other than the removal of some large, undesirable objects such as major appliances. Incineration involves burning solid waste in a furnace under aerobic conditions and recovering the heat as steam, which drives a steam turbine and electrical generator. The waste is burned on a reciprocating grate, a technology generally licensed from one of several European companies who have proprietary equipment systems. Incineration plants larger than about 400 tons/day capacity utilize a “waterwall” boiler, where the furnace walls are actually water-filled tubes. The burning waste heats the tubes and creates steam which then drives a turbine (electrical) generator. Having been used successfully around the world for decades, mass burn is still the primary EfW technology, with continued improvements in the design of the waste-burning grates, air pollution control equipment, and combustion control systems.
- **Refuse-Derived Fuel:** A few US facilities use “refuse-derived fuel” (RDF), or waste that had been shredded and sorted to produce a higher quality, cleaner-burning fuel. Shredding solid waste and removing non-combustible materials such as glass and metals increases the heating value of the fuel and reduces the amount of material that is either abrasive or deleterious to the incinerator. The shredded RDF is more uniform in size and burns more evenly than unprepared waste. The added capital and operating costs of processing solid waste into RDF, however, has made it less popular than mass burn and relatively few U.S. plants use this technology.
- **Advanced Thermal Recycling:** Advanced thermal recycling is a second-generation mass burn technology that burns carbon-based materials in an oxygen-rich environment at temperatures of 1,300 to 2,500 °F. The grate, steam turbine, and generator are similar to those used in mass burn plants. The advanced air pollution control system captures and removes components from the flue gas stream and converts them to potentially saleable byproducts such as gypsum (calcium sulfate) and hydrochloric acid. Metals in the bottom ash from the grate are recycled and the ash can be used for road construction as is currently done in Germany. Advanced thermal recycling is essentially the current state-of-the-art for traditional mass burn WTE technology.

- **Pyrolysis:** Pyrolysis is the thermal degradation of organic materials in the absence of oxygen using an indirect heat source at about 750-1,650 °F. The byproducts are a synthetic gas (syngas), tars, and unburned carbon char. The syngas can be burned to generate steam or electricity. Although the char theoretically has industrial and consumer uses, the markets for such products have proven to be limited.
- **Gasification:** Gasification is the thermal degradation of organic materials in the presence of a limited amount of oxygen, less than that required to completely combust the materials. Gasification uses direct or indirect heating at about 1,400-2,500 °F to produce either fuel gas (methane and lighter hydrocarbons) or syngas (carbon monoxide and hydrogen). These can be burned to generate steam or electricity.
- **Plasma Arc:** Plasma is an electrically conducting gas produced by passing an electrical current through graphite electrodes. Operating at temperatures over 7,000 °F, the plasma can decompose organic materials into a synthetic gas (syngas) composed primarily of carbon monoxide and hydrogen. Gaseous chemical compounds are broken down into their constituent elements. Inorganic materials solidify into a vitreous (glass-like) slag. Plasma arc is essentially a gasification technology, although in Japan, a primary use of plasma arc equipment is to reduce incinerator ash to an inert slag that does not leach hazardous compounds into groundwater.

Geoplasma proposed the first plasma-based waste disposal system in the U.S. in St. Lucie County, Florida, which would have disintegrated “fresh” MSW and MSW mined from an existing landfill. However, the project was cancelled in early 2012 due to technical and economic issues. Other cancelled plasma arc facilities include projects in Vancouver, B.C. and Tallahassee, Florida. A primary stumbling block for this technology is the heterogeneous nature of MSW, which makes it difficult to handle and to maintain consistent physical/chemical reaction conditions.

- **Catalytic Cracking:** Catalytic cracking is a thermochemical process that uses catalysts to accelerate the process of breaking down polymers (e.g. plastics) into their basic building blocks, called monomers. Standard oil refinery techniques can then be used to process the monomers into traditional fuels such as diesel and gasoline. This technology would apply mainly to plastics, which comprise about 13% of total MSW by weight.

Biological and Chemical Technologies: Biological and chemical technologies operate at lower temperatures and have slower reaction rates than thermal technologies. They can accept feedstocks with high moisture content but require material that is biodegradable. This means that materials such as metals, glass, and most plastics must be removed prior to beginning the biological/chemical reactions, or screened later. Useful byproducts can include fuel, electricity, compost, and chemicals. The following are typical biological/chemical technologies:

- **Anaerobic Digestion:** This technology uses a series of bacteria to decompose biodegradable material in the absence of oxygen, producing a medium-Btu gas containing 50% to 70% methane and 30% to 50% carbon dioxide. This gas can be burned in an internal combustion engine or a gas turbine, which in turn would drive an electrical generator. Anaerobic digestion also produces a residue that can be suitable for composting.
- **Ethanol Fermentation:** A series of chemical reactions is required to produce ethanol (a type of alcohol) from waste materials. The first reaction is hydrolysis, which converts organic materials to sugars. The sugars are then fermented to make dilute ethanol, which is then further distilled to produce a fuel-grade ethanol. The hydrolysis process for MSW is still under development.
- **Thermal Depolymerization:** This process reduces complex organic materials into a substance that is similar to crude oil. This is generally done with agricultural and animal wastes, which are ground, mixed with water, and then subjected to heat and pressure. The resulting hydrocarbons are further processed and distilled to produce a crude oil. Considerable development is required before this technology could be applied to MSW.

Other Technologies: There are a few additional EfW technologies that do not fit neatly into the above two categories, or that consist of a combination of technologies:

- **Densification/Pelletization:** Solid waste can be compressed and extruded through a machine to make fuel pellets used by industrial processes as a substitute for coal, oil, or natural gas. As with RDF, the cost of processing waste into pellets has inhibited this technology from becoming more widespread. In the U.S., pelletization is used mainly on small and relatively homogenous waste streams such as those produced by industrial plants.
- **Landfill Gas:** The decomposition of garbage in a landfill produces a methane-carbon dioxide mixture known as landfill gas (LFG). Because methane is potentially explosive, it is a long-standing industry practice (and an EPA requirement for large landfills) to collect the LFG and burn it in a flare to eliminate the explosion hazard. The fact that methane is also a potent greenhouse gas is added motivation to capture LFG, which can be burned in an internal combustion engine, gas turbine, steam boiler or fuel cell to produce electricity. Other technologies scrub and compress the methane, so it can be sold and injected into commercial natural gas distribution systems or utilized in CNG fleet vehicles.
- **Mechanical/Biological Treatment (MBT):** MBT utilizes a variety of mechanical and biological processes to recover recyclables, stabilize organic material, generate energy, and produce products. In the European Union, an estimated 300 facilities use MBT to recover recyclables and produce solid recovered fuel (SRF), a substitute for coal, especially in cement kilns.

In the US, Entsorga (West Virginia) uses a proprietary Italian high efficiency biotreatment process that automates the separation of larger, dry material from smaller, higher-moisture material. The latter is aerated and dried for 7-10 days to bio-stabilize it. In the subsequent mechanical refinement stage, the two material streams are recombined, recyclables and undesirable material removed. The remainder is ground into SRF, a fluffy shredded paper mix used to supplement coal in cement kilns.

RePower South's 50 ton per hour facility near Charleston, South Carolina uses shredders, screens, conveyors, magnets, and optical sorters in about 20 process steps to shred, size, and sort MSW into cardboard, ferrous and non-ferrous metals, and several types of plastic, all of which are baled for market. The process also creates a fuel to supplement coal in cement kilns, industrial boilers, and electric utility boilers.

PLANNING ISSUES

The planning issues in this technical memo are separated into general issues (which are primarily associated with short-term issues and/or small-scale facilities) and issues that Snohomish County might consider if they wish to look at an EfW approach in the future instead of a waste export system.

General Issues

The general issues associated with EfW include:

- Many EfW technologies are based on the production and sale of alternative fuels to supplement or replace coal or other fossil fuels in cement kilns, industrial boilers, and electric generation utilities. The definition of "recycling" in Washington State law ([WAC 173-350-100](#)) and Snohomish County Code ([SCC 7.35.020](#)) **explicitly excludes conversion of waste for use as fuel in incinerators**. Thus, because they are not considered recycling facilities, facilities engaged in the production of alternative fuels from waste materials must meet siting and permitting requirements for solid waste facilities.
- Publicizing the manufacture of alternative fuels as "recycling" is misleading to the public and to businesses that are involved in the system.
- Alternative fuels manufactured from waste stream components can displace some fossil fuel in industrial applications such as cement kilns. Beneficial use of certain solid waste components that currently lack a viable recycling market is advantageous, but not if this discourages the development of a true recycling market.
- Energy recovery ranks higher than landfilling in the State and Federal waste management hierarchies. Conversion of materials to a beneficial use, such as the large volumes of wood waste that are being converted to hog fuel, reduces the waste volumes that need to be landfilled.

- In addition to reducing the amounts of materials needing disposal in a landfill, EfW system can create local jobs and other economic benefits.
- Failure to pay tipping fees deprives the County of revenue that supports several programs, such as litter crew services, proper management and disposal of moderate risk wastes, disaster debris planning, other solid waste planning and program management, management and monitoring of closed landfills, RV and boat disposal (Environmental Cleanup - ECUP), and solid waste education programs.

Current Snohomish County Issues

Some organizations and businesses in Snohomish County have expressed interest in utilizing EfW and are actively exploring ways to take advantage of the technology. This interest is driven by the potential revenue from the sale and export of “alternative fuel” made from waste materials. One of the biggest issues directly impacting Snohomish County is the export of residuals from recycling processes to cement kilns in Canada. Described in greater detail in the Disposal technical memo, SCC 7.35.125 requires that residual solid waste be disposed of at a Snohomish County solid waste facility. However, companies argue that they are manufacturing an alternative fuel to meet customer specifications, and that therefore it is no longer a residual byproduct of the recycling process, having been transformed into a completely new commodity.

The export of processed solid waste (alternative fuel) to EfW facilities, in violation of flow control ordinances, constitutes a regional problem. The County will continue to collaborate with regional partners including local health districts, local government, and State agencies to address this issue.

King County Example

Encouraged by the opening of a new 3,000 ton per day mass burn EfW facility in West Palm Beach, Florida in 2015, the King County Council included advanced thermal recycling (mass burn with enhanced recycling and advanced air pollution control) in a study that examined its alternative disposal options (King County 2019). This study was prompted by the upcoming closure of King County’s Cedar Hills Landfill. The study concluded that this type of EfW would provide King County with less expensive waste disposal over a 50 year time horizon than if it began exporting its waste by rail. However, this does not necessarily imply that EfW would be less expensive than Snohomish County’s existing waste export by rail program. There are a number of factors that differ for King County (see below) and there are also risks associated with this type of approach (siting and permitting delays, unexpected costs, siting problems in general, etc.) that could lead to this approach being more expensive than anticipated.

King County’s solid waste system differs from that of Snohomish County’s in a number of important ways:

- King County’s transfer system is somewhat larger than Snohomish County’s, consisting of 8 transfer stations and two drop box facilities.

- Rather than conducting a complex facility siting exercise, King County made the simplifying assumption that the new EfW facility could be located at the Cedar Hills Landfill site, resulting in no change to established waste transfer patterns.
- King County is served by two railroads (BNSF and Union Pacific) and thus could export waste from one of two intermodal facilities. However, King County would have to establish a new waste export program for itself.
- King County's base EfW scenario was a 3,000 ton per day (90-100 megawatt) facility, with an option to add another 1,000 ton per day combustion train. This is roughly twice Snohomish County's average daily tonnage.
- Solid waste disposal and recycling programs could significantly change over the 50 year time horizon of the study.

Because EfW facilities are extremely capital intensive, it would be difficult to draw reliable conclusions about feasibility unless Snohomish County conducted its own study based on its own unique features.

Issues for a Countywide System

Snohomish County already has a reliable and cost-effective solid waste disposal system that rail-hauls waste to a privately owned landfill in eastern Washington for disposal. In the future, however, the County may choose to consider other methods to dispose of some or all its solid waste. The motivation to do so may include a variety of factors such as landfill disposal costs, climate change, energy prices, materials markets, regulatory changes, and environmental concerns. The options for solid waste disposal are largely limited to landfilling, EfW, or a combination of recycling, composting and EfW technologies (such as mechanical/biological treatment, see page 7). Under some future conditions, an EfW facility disposing of the County's waste stream could provide an economically viable and sustainable alternative to waste export and landfilling.

Across the U.S., EfW technologies were first considered as a response to either declining landfill capacity or the increasing cost of landfilling. Landfill capacity is not a problem in the Pacific Northwest, where several remote regional mega-landfills dispose of waste from numerous cities and counties. However, EfW technologies could still be considered for inclusion in an integrated solid waste management system.

The potential benefits of a large or countywide EfW approach include:

- **Changes in the Viability of Waste Export by Rail:** While rail-haul has enabled reliable waste disposal for decades, there is no guarantee that sufficient rail capacity will continue to be available at historically acceptable prices. Over the long run, the demand for rail transportation might grow along with population. While the major freight railroads (BNSF and Union Pacific) are making investments to add capacity and improve service to customers in Washington State, their business practices and investment priorities are also heavily influenced by the railroads' national-level needs and price competition. In addition, changes in quantities and types of commodities

shipped, in global economics, regulations, and climate can also influence available rail capacity.

- **Waste Diversion:** EfW technologies are another potential technique for diverting non-recyclable wastes from landfills, to supplement traditional programs such as curbside recycling and yard waste composting. Many EfW technologies involve a pre-processing step to remove materials such as glass and metals that are non-degradable or non-combustible, hence deleterious to the conversion process. This pre-processing provides an opportunity to recover additional recyclables from discarded MSW. Rather than compete with recycling, EfW technologies can complement existing recycling programs.
- **Energy Recovery:** The ability to generate energy such as steam or electricity, or a fuel that can be burned to generate steam or electricity, is an added economic benefit in a time of high fuel prices.
- **Displacement of Fossil Fuels:** The use of solid waste can reduce the amount of fossil fuel used to generate electricity in a region, contributing to climate change benefits.
- **Reduced Air Emissions:** The use of some EfW technologies could potentially reduce the emissions of NO_x, SO_x, and particulates compared with some EfW technologies or traditional fossil fuel-fired power plants.
- **Reduced Carbon Emissions:** Carbon dioxide (CO₂) emissions from fossil fuel-fired and methane (CH₄) emissions from landfills are greenhouse gases. Methane has a global warming potential of about 21 times that of CO₂. The use of an EfW technology could reduce carbon emissions through increased recycling, diversion of organics from landfills, and displacement of fossil fuels.
- **Local Control:** EfW technologies provide an opportunity to manage solid waste locally instead of transporting it to a distant landfill. This could lead to additional stability.
- **Job Creation:** In general, landfill disposal creates the smallest number of jobs, whereas recycling and composting create more jobs², typically at least part of which are local jobs. EfW technologies would create more jobs and other economic benefits than landfilling, in part due to the increased recycling that might take place.
- **Reduced Transportation Costs:** Sending MSW to a local EfW facility reduces the cost and other impacts of transporting MSW to a regional disposal site.
- **Preservation of Landfill Capacity:** Landfill capacity not used for “convertible” MSW can be saved for future disposal of materials that truly cannot be recycled or

² Various studies have estimated that recycling creates 10.2 to 16.1 new jobs per 1,000 tons of additional recycling (CIWMB 2001).

converted into energy or useful byproducts. In addition, EfW technologies typically generate relatively small amounts of non-recyclable residuals, and these are more likely to be inert than unprocessed MSW.

- **System Reliability and Diversity:** Use of an EfW technology could allow the recovery of energy from MSW in a manner not currently practiced by Snohomish County's solid waste system. It would provide some diversity in terms of disposal capability. If multiple facilities were built in different parts of the County, they could reduce overall waste transportation costs and provide distributed generation of electricity. This could in turn contribute to the redundancy and robustness of both the solid waste system and the electric power system.

Potential drawbacks of an EfW approach by or in Snohomish County include:

- **Economies of Scale:** To operate an EfW facility economically and sustainably would require the long-term commitment of a significant portion of the municipal waste stream. Current contractual commitments by Snohomish County (through the waste export contract) and the cities (through the interlocal agreements), and flow control measures that govern wastes from unincorporated areas, result in most of the solid waste in Snohomish County being committed to the waste export system through at least 2028.
- **Low Energy Prices:** Energy prices in the Pacific Northwest are currently relatively low and appear to be stable, making EfW systems less cost-effective. In addition, many government agencies and other organizations are faced with goals for increasing the amount of "green" energy that they use, and EfW is not currently classified as a renewable energy source and so is not in a good position to compete in the energy market.
- **Ash Disposal Costs:** The incineration of solid wastes creates ash that typically needs to be disposed in a landfill, often in a special cell of the landfill. The cost of ash disposal diminishes the economic benefits and reliability of an EfW system.
- **Competition with Waste Diversion:** An EfW system can be seen as competing with or be confused with recycling programs. A recent study for Ecology (Ecology 2020) did not find current local evidence of this, but environmental organizations or the general public may still be concerned about this. There have been past cases where proposed EfW systems have been viewed as eliminating the need for curbside recycling (despite the very different outcomes of each approach), and so this issue would need to be approached cautiously for any future EfW projects. There is also confusion currently with EfW systems (especially for the production of alternative fuels) being equivalent to recycling, despite the clear regulatory distinctions between the two approaches.
- **Public Acceptance and Political Feasibility:** Past efforts to implement EfW systems in the U.S. have been undermined by public outcry and a lack of political support. In the past, much of this was driven by concerns about toxic air pollutants

being released by incineration of waste. While this situation seems to have calmed down significantly in the past decade, it is possible that this could become a problem for any future proposals.

- **Unproven Technologies:** The basic approaches for WTE have been tested and proven to work in many locations, especially currently in Europe, but many of the other EfW technologies previously listed in this technical memo have not been proven on a large scale.

ALTERNATIVES

Alternative A – Monitor Progress of EfW Technologies

Although EfW technologies have a limited track record in the U.S., vendors continue to develop their equipment and processes at pilot-scale and small commercial plants. Because of the many potential advantages and benefits noted above, it would be worthwhile for Snohomish County to monitor the progress and success of these efforts. In the future, it may be beneficial to conduct a detailed technical and economic feasibility study of one or more EfW technologies to determine its/their suitability to handle a portion of the County's MSW and produce energy, fuel, or other useful byproducts.

RECOMMENDATIONS

The following recommendation is being made with regard to energy from waste:

- E1) The County should continue to monitor developments and progress in EfW including new technologies, pilot projects, facility procurements and operating track records, and other projects in the region.

Snohomish County would be the lead agency for this recommendation. E1 would require a minimal amount of additional Solid Waste Division staff time, since Division personnel are already routinely exposed to information about new developments and practices in the solid waste industry. If results appear promising, the County may at some point in the future wish to explore EfW in more depth, perhaps in the next solid waste planning period. Should the County choose a new technology it should be one with years of proven efficient operation. Adequate staff resources and budget would need to be approved to conduct a comprehensive feasibility study and cost-benefit analysis for an EfW technology.

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CIWMB 2001. *The Economic Impact of Waste Disposal and Diversion in California*. Prepared by the University of California for the California Integrated Waste Management Board. April 2001.

Ecology 2020. *Waste-to-Energy as a Tool for Solid Waste Management*. Prepared by the University of Washington Evans School of Public Policy & Governance. June 2020.

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OUTREACH AND EDUCATION

SUMMARY

Outreach and education are a critical element of waste diversion programs, serving to both inform people of the opportunities that exist for waste reduction and recycling and then motivating them to act. Outreach and education programs should encourage people and businesses to avoid producing waste in the first place and inform them about access to recycling and composting programs. People should also be encouraged to properly dispose of their wastes.

This tech memo addresses how best to implement various outreach and educational messages. It does not address outreach and educational efforts specific to program implementation. Outreach and education for specific programs and areas of focus are addressed in their corresponding technical memos. In addition, an overview of the plans to reduce recycling contamination can be found in the Contamination Reduction and Outreach Plan (see Attachment H).

The recommendations in this technical memo address the roles and responsibilities for public education efforts, the need for the Solid Waste Division to define outreach priorities, how to go about outreach for a more culturally diverse audience, and the need to find alternative funding sources for public education efforts.

BACKGROUND

The solid waste system is performing the same function it did thirty-five years ago – providing the county's citizens and businesses with environmentally safe waste disposal methods. Currently, however, this function is being performed in a very different manner. The system is now involved with not just disposal but also waste processing, transport, planning, engineering, recycling and waste prevention, moderate risk waste management, environmental regulation, compliance at operating and closed facilities, debris management planning, and contract monitoring. Furthermore, there is an increasing emphasis on sustainability, which goes far beyond the field of solid waste management.

Goals and Policies for Outreach and Education

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-6, Outreach and Education: Meet required educational components mandated by the State of Washington.
- Policies for most of the other technical memos are related because public education has the potential to support all other aspects of solid waste management.

Regulations for Outreach and Education

Regulations affect outreach and education in several different ways, which are discussed below by sector/responsible agency.

The Washington State Department of Ecology (Ecology): Public education is seen as an important support tool for the waste hierarchy and other mandated programs. The State has a few regulations specific to public education:

[RCW 70A.205.005 \(6\)\(c\)](#): “It is the responsibility of county and city governments to assume primary responsibility for solid waste management and to develop and implement aggressive and effective waste reduction and source separation strategies.”

[RCW 70A.205.005 \(15\)](#): “Comprehensive education should be conducted throughout the state so that people are informed of the need to reduce, source separate, and recycle solid waste.”

[RCW 70A.205.010 \(1\)](#): the primary responsibility for adequate solid waste handling is assigned to local government.

[RCW 70A.205.045 \(7\)\(iv\)](#): states that the waste reduction and recycling element of the solid waste plan must include “programs to educate and promote the concepts of waste reduction and recycling.”

[RCW 70A.205.045 \(10\)](#): addresses how to combat contaminants in recycling. Ecology worked with stakeholders to develop a statewide Contamination Reduction and Outreach Plan (CROP), and counties are required to adopt this plan or develop their own CROP.

[RCW 70A.205.070](#): addresses Ecology’s roles in providing education and outreach, as well as technical assistance for planning.

[RCW 70A.500.060 and 70A.500.120](#): requires that the manufacturers of electronics provide a promotional campaign to encourage the use of the product stewardship program (E-Cycle Washington) and requires that Ecology and local governments also promote the program.

[RCW 70A.505.030](#): states that this mercury lights product stewardship program shall include production and distribution of point-of-sale educational materials to retailers of mercury-containing lights and point-of-return educational materials to collection locations.

[RCW 70A.515.040 and 70A.515.050](#): requires that the implementation of the paint stewardship program include promotion of paint stewardship and development of educational and informational material. All producers of architectural paint selling in Washington will participate in an approved state paint stewardship plan through membership in and funding of a stewardship organization.

The Washington Utilities and Transportation Commission (UTC): UTC rules regarding waste collection companies includes a requirement ([WAC 480-70-361](#)) that garbage haulers publicize recycling and other services at least annually.

Local Government: Snohomish County and some of the cities have set their own service level requirements or executed contracts that sometimes include outreach and education.

Contracted Haulers: In cities that contract with haulers, the haulers also implement contractual requirements and service level ordinances that in many cases include performing outreach and education.

EXISTING PROGRAMS AND ACTIVITIES

Snohomish County has implemented programs for outreach and education by assessing the need for educating children, the general public, business and institutions concerning waste reduction, pollution prevention, and recycling/composting. The County maintains communications about these programs with private parties, other subdivisions within the county, other relevant county and city governments, and state and federal agencies. The cities, waste collection companies and others have also conducted programs to educate their residents and customers on similar issues.

A summary of current activities by agency and private companies is provided below.

Snohomish County

Snohomish County delivers educational information through a variety of portals including traditional paper handouts, signage, social media (Twitter, Facebook, and Nextdoor), the Solid Waste Call Center, and the County's website (<https://www.snohomishcountywa.gov/207/Solid-Waste>).

As of mid-2020, information available on the website includes:

- Near real-time (with a one to two minute delay) camera images of the queue lanes at all facilities.
- Construction and demolition debris program and education materials.
- Solid Waste account/credit information.
- Education materials on curbside collection, hazardous waste, recycling, and waste restrictions.
- General facility information.
- Fees.

A comparison of the web statistics between 2019 and 2020 (through July 20) emphasize the success and usefulness of the Division's web presence (see Table 1).

An example of how the County is utilizing social media was highlighted during the COVID-19 pandemic response for the weekend of June 27-28, 2020. The County was able to educate on program details, new service hours, and issue reminders about masks and social distancing, reaching 3,214 Twitter followers, 11,145 Facebook and 13,586 Nextdoor views.

Table 1. Number of Visits to Snohomish County Websites				
	2019		2020	
Solid Waste Web Page	Pageviews	Unique Pageviews	Pageviews	Unique Pageviews
Main Page	70,332	50,386	203,425	156,934
Facilities	131,203	111,707	191,521	157,437
Check the Lines	3,249	2,645	23,640	16,648
Recycling	50,538	41,887	72,564	59,805
C&D	1,251	1,010	6,983	5,774
Hazardous Waste	42,465	35,626	57,827	45,371

Source: Snohomish County records.

Some of the brochures and flyers available (as of mid-2020) on the [Snohomish County website](#) include:

- Secure Your Load
- How to Prevent and Report Illegal Dumping
- Pharmaceutical Waste Collection Locations
- Where Does Our Garbage Go? (English and Spanish versions)
- How to be a Salmon Friendly Gardener
- Resource Guide for Educators

As digitally dependent as society is becoming, the Solid Waste Call Center has set volume records for 2020. In 2019, the Call Center answered 17,505 phone calls. Typical questions include: what hours are you open, do you take a specific material or how do I dispose of a certain product. Due to the uncertainty with the COVID-19 pandemic and its effects on solid waste in Snohomish County, the call volume spiked to 23,118 inquiries for just the first six months of 2020 (January through June). The total number of calls for 2020 was 35,231.

This approach to outreach reflects the resources normally available to the Solid Waste Division for education, although at times special campaigns may be warranted.

State Programs

Ecology offers two-year non-competitive grants, the Local Solid Waste Financial Assistance grants (LSWFA), to all of the counties based on population. Snohomish County spends a majority of the grant money on the Moderate Risk Waste program. Ecology has also offered Waste Reduction and Recycling Education (WRRED) grants, which is a competitive grant program that provides funding to qualified local governments and non-profit organizations for local or statewide education programs designed to help the public with litter control, waste reduction, recycling, and

composting. A match of 25% of the state funding is required. In addition to funding, Ecology houses the 1-800-RECYCLE hot line and provides numerous brochures, publications and workshops to the public and recycling coordinators.

In recent years, Ecology has launched and maintains several statewide campaigns including the product stewardship program for e-waste, fluorescent lights and paint. These programs included advertising campaigns that target all areas of the state. Ecology, as well as the manufacturers, deliver outreach through media ads, billboards and signs at the collection points.

Haulers

The haulers are active in promoting their recycling and yard debris services, and helping distribute messages on recycling and sustainability in general. The hauler's websites address their recycling and other services. The haulers send out annual recycling guidelines and calendars to residents. They also send these to new customers. At least one of the haulers invites residents to tour their recycling facility. All of the haulers continue to improve and update their brochures for curbside collection and recycling.

G-certificated haulers work with the UTC and Snohomish County on the implementation of revenue sharing agreements. The agreements, described in more detail in the Recycling technical memorandum, provide for a variety of education activities for solid waste customers, such as increasing recycling outreach activities; new coordinated communication plans and educational materials; recycling outreach in Spanish to the Latino community; addition of food waste to yard debris collection programs; characterization studies of recyclables, residuals and contaminants; reporting of recycling and disposal data; efforts to increase collection service customers; expansion of curbside to include additional materials; multifamily customer outreach; and improving performance at material recovery facilities, including technology and equipment additions and upgrades.

Other Private Companies

Many different private companies are involved in educational efforts about waste reduction and recycling. Naturally, these efforts generally focus on the specific products manufactured or sold by the companies. For instance, many local grocery stores provide a small credit to customers that bring their own bag. The retailers also sell reusable shopping bags. There may be changes in these activities when the state law banning plastic bags at grocery stores is implemented in 2021.

Several private companies provide information on their services. One example of this is the Call2Recycle battery recycling program. Call2Recycle broadcasts on their website, in retail stores and in mass media to promote the collection and recycling of rechargeable batteries. Private efforts are sometimes also implemented through a consortium approach, where several companies join forces to promote the recycling of their product.

With the recent focus on green technology and carbon footprint, many private companies are evaluating their carbon footprint and, in some cases, publicizing the results. This helps to draw attention to personal and household carbon footprints (sustainability).

Non-Profit and Charitable Organizations

The Washington Green Schools provides education and outreach throughout the state to elementary school students on recycling, waste prevention, energy and sustainability topics. Schools can review the Green Schools website and go online to register their school for participation. The Washington State University (WSU) Extension staff train volunteers who provide outreach on recycling, waste reduction and composting in the County. Habitat for Humanity promotes their collection and sale of reusable building construction and household items. The Washington Conservation Corp works with AmeriCorps volunteers who educate on environmental practices. These volunteers receive an education award upon finishing their year of service.

PLANNING ISSUES

Short-Term Planning Issues

Current planning issues related to outreach and education include:

- Continue to develop alternative funding sources for waste reduction efforts.
- The need to have common region-wide messages.
- The need for addressing inclusiveness and diversity in communication and public involvement strategies.
- The need to do more education using non-English materials.
- Determine new methods to convey information to the public.
- Define what the Division outreach and education programs should look like.

Long-Term Planning Issues

Emerging long-term issues related to outreach and education include:

- The increasing emphasis on sustainability raises questions about what is the appropriate message and who should take the lead on public education.
- The need for better measurement of the results of outreach and education efforts.

ALTERNATIVES

Alternative A – Stay Engaged in Regional Efforts

Snohomish County are already involved in regional discussions about a variety of solid waste topics. Continuing this involvement will allow more consistent messages in the region about recycling and other issues, and also allow these messages to be distributed more effectively. Distributing more consistent messages in the region will reduce confusion for residents and businesses in the Puget Sound region and lead to more effective results for getting the message to the target audiences.

At a minimum, this effort should involve staff from Snohomish County, King County, Seattle, and other cities in Snohomish and King Counties. Staff from Pierce County, Tacoma, Skagit County, and private organizations could also be invited. One goal of the coordination could be to incorporate solid waste issues into the broader context of similar messages. For example, waste reduction and reuse could be briefly mentioned as part of the solution when discussing global warming. Similarly, litter prevention could be tied into pollution concerns for the Puget Sound. The costs of this approach would only be the staff time for planning and coordination of regional meetings.

Alternative B – Identify Alternative Financing Sources for Public Education

Current public education and outreach efforts are funded primarily by grants and service charges (as part of the services provided by haulers and cities). Should the County or others choose to expand their education and outreach programs, additional funding may be needed. Alternative funding sources may also be needed if the LSWFA funds are restricted or eliminated due to the State budget crisis or other problems. Alternative funding mechanisms, such as fees or taxes placed on certain goods or services that create a disproportionate amount of waste or use a disproportionate amount of resources, could also help influence consumer behavior and call attention to problem areas. Possible alternatives for new or additional funding could include:

- **Other grants:** other grants monies are available from federal agencies, private foundations, non-profit organizations and others. Although grants are an attractive method, applying for a grant can be a time-consuming and potentially fruitless effort, plus grants may lack long-term stability.
- **Collection or disposal rate surcharges:** the County can attach surcharges to the disposal tipping fee to pay for education and other programs, and the cities can attach surcharges to collection contracts that they have executed with haulers (or to their own rates in the case of municipal collection systems). Both of these approaches are currently in use for other programs, however, and there would be some resistance to further increasing collection or disposal costs.
- **Service fees:** a surcharge could also be attached to service fees charged by haulers and others, or additional funds could be generated by embedding the cost of education into a fee for recycling or other service. This is also already done to some

extent, and as with the above example there would be some resistance to the idea of further increasing collection costs.

- **Other fees, surcharges and taxes:** a variety of other taxes or fees could be implemented, but none of these are considered to be politically feasible at this time.

Alternative C – Washington State University Extension Service Partnership

Snohomish County could extend and enhance the existing partnership with the WSU Extension Service to provide continuing educational services on solid waste topics and Division priorities. The WSU Extension service will collaborate with the Solid Waste Division to develop new educational components and establish program preferences to align with Division priorities. The County has found good results in waste reduction and recycling outreach through the work of WSU Extension staff and volunteers.

Alternative D – Extend Recycling Outreach to a Culturally-Diverse Audience

Public education and promotional efforts could target a diverse cultural audience, as appropriate to the topic and locality being addressed. In Snohomish County, 20.6% of the population speaks a language other than English in their homes and slightly more than one-third of these (7.6% of the total population) speaks English less than “very well” (U.S. Census Bureau 2020). Of this 7.6%, 37% speak Asian and Pacific Islander languages, 33% speak Spanish, 22% speak other Indo-European languages, and the remaining 8% speak other languages. The children in these families are likely receiving education about environmental issues in school, but the adults may not be as well-informed. Hence, this alternative focuses primarily on educating the adult members of these families, through printed and electronic materials in non-English languages.

In the past, Snohomish County conducted outreach in non-English languages with funding from the Revenue Sharing Agreements, but this funding is limited. WSU has incorporated some outreach to culturally diverse audiences in their waste reduction and recycling materials.

Alternative E – Define Division Program Priorities

The Division manages a variety of solid waste-oriented programs but has not recently collaborated on establishing outreach and education priorities. Planning staff will convene and develop guidance for education priorities. This endeavor could also be considered a continuous improvement project, which is described in the Administration and Regulation technical memo.

RECOMMENDATIONS

The following recommendations are being made for outreach and education programs:

- O&E1) Snohomish County should participate in a regional effort to provide more consistent messages for solid waste programs and issues.
- O&E2) Greater efforts will be made to extend recycling outreach to a diverse audience.
- O&E3) Continue partnership with the WSU Extension Service to provide educational services to Snohomish County that align with Division priorities.
- O&E4) Alternative funding sources for public outreach and education should be explored.
- O&E5) Division staff should define educational program priorities.

Snohomish County should be the lead agency for most of these recommendations. Cities, service groups, haulers and other private companies will promote local programs, including reaching out to a more diverse audience.

The cost for all recommendations will consist primarily of County staff planning and coordination. O&E2 may lead to increased costs for cities and service providers. Most of these recommendations should be conducted on an on-going or as-needed basis.

REFERENCES

U.S. Census Bureau 2020. Snohomish County data from U.S. Census Bureau website, <https://www.census.gov/quickfacts/fact/table/snohomishcountywashington,US/POP815218>, April 30, 2020.

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ADMINISTRATION AND REGULATION

SUMMARY

This technical memo addresses the administrative and regulatory activities at the local, regional, state and federal levels and how they impact and define solid waste programs in Snohomish County.

The recommendations made in this technical memo address regional collaboration and standardization for solid waste issues, continuous improvement initiatives, county code review/alignment, the need to annually examine the effectiveness of solid waste programs in Snohomish County, and the need to update the interlocal agreement.

BACKGROUND

The solid waste management system in Snohomish County is an integrated collection of facilities and programs that are intended to operate as a cohesive system. Achieving this requires the cooperation and coordination of government agencies on several levels and the involvement of many private companies. The various facilities and programs are not only intended to satisfy the statutory requirements that private and public sector participants are responsible for fulfilling, but altogether the system is intended to provide waste management services in the most cost-effective and environmentally responsible manner possible.

Goals and Policies for Administration and Regulation

Goals and policies specific to administration and regulation include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-7, Administration and Regulation: Ensure that administrative services and regulatory activities provide adequate support for policies and programs undertaken by the Division.
- Policies from other technical memorandums: All of the other policies are related in some way to administrative and regulatory activities as delineated in this Plan.

EXISTING PROGRAMS AND ACTIVITIES

Administrative responsibility for solid waste handling systems in Snohomish County is currently divided among several agencies and jurisdictions in local, county, regional and state government. Enforcement and regulatory responsibilities are assigned to cities, counties, or jurisdictional health departments, depending on the specific activity and

local preferences. Each organization involved in the Snohomish County solid waste management system is described below.

Snohomish County Solid Waste Division

The [Washington State Solid Waste Management Act](#), Chapter 70A.205 RCW, assigns local government the primary responsibility for managing solid waste. Solid waste handling, as defined in [RCW 70A.205.015](#), includes the “management, storage, collection, transportation, treatment, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from solid wastes or the conversion of the energy in solid wastes to more useful forms.”

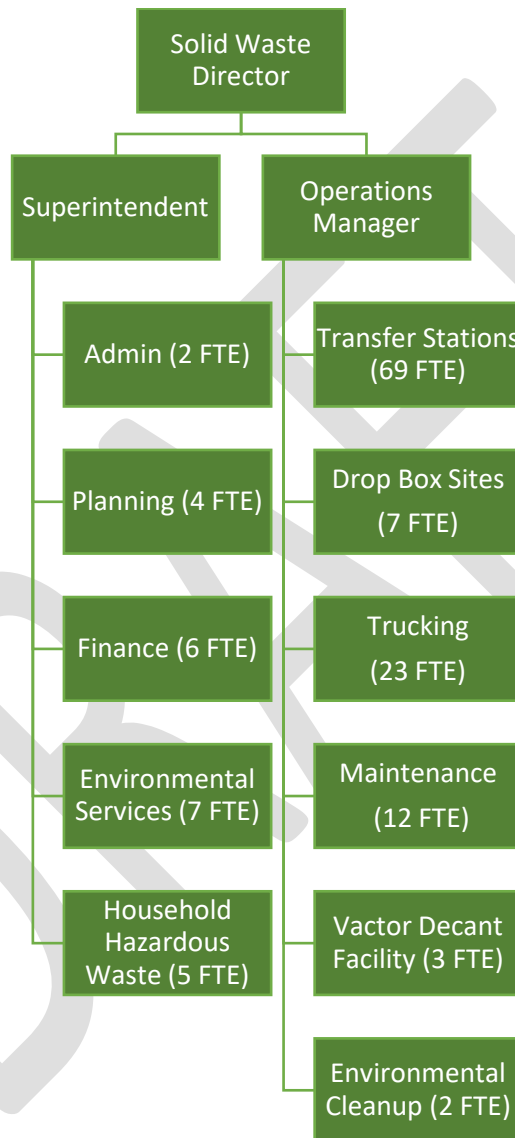
[Chapter 36.58 RCW](#) authorizes Snohomish County to develop, own, and operate solid waste handling facilities in unincorporated areas of the county, or to accomplish those activities by contracting with private firms. The County may regulate tipping fees, hours of operation, facility access, and waste acceptance policies at each of its facilities. The County also has the authority and responsibility to prepare comprehensive solid waste management plans for unincorporated areas and for jurisdictions that agree to participate with the County in the planning process. Through interlocal agreements, all of the cities and towns in Snohomish County have agreed to participate in the planning process. The interlocal agreements also require that all waste collected by or in the cities must go to a Snohomish County disposal facility.

Snohomish County exercises its solid waste responsibilities through the Public Works Department, and specifically through the Solid Waste Division. The specific administrative functions performed by the Solid Waste Division include:

- Administering, staffing, and operating four transfer stations, three drop box sites, a household hazardous/moderate risk waste collection facility, a vector waste decant facility, and various recycling and organics collection programs.
- Monitoring, providing post-closure maintenance, and providing financial assurance for closed solid waste facilities.
- Conducting public education programs for waste reduction and recycling.
- Administering grants, contracts and various agreements.
- Planning and implementation of various programs including disaster debris management, environmental clean-up, litter crew and alternatives to burning.
- Regional collaboration and coordination with Federal, State, local, municipal, and public/private stakeholders in the solid waste industry.
- Maintaining the *Comprehensive Solid and Hazardous Waste Management Plan* (Plan) as adopted relating to public health, safety, and sanitation, and providing regulations to govern the storage, collection, transfer, transportation, processing, use, and final disposal of solid waste by all persons in Snohomish County.
- Providing staff support for the Solid Waste Advisory Committee (SWAC).

The Solid Waste Division is staffed by about 150 employees and most are involved in the operation of transfer and disposal facilities. Figure 1 illustrates the Solid Waste Division organizational structure as of October 2020.

Figure 1
Snohomish County Solid Waste Division Organizational Structure by Function



The Solid Waste Division is funded primarily by the fees collected at the drop box sites and transfer stations. Fees charged at the County's solid waste facilities are established in the solid waste service fee schedule approved through a County Council motion. The County also receives grant monies from the Washington Department of Ecology (Ecology) for solid waste management planning activities and other projects. The budget for the Solid Waste Division is shown in Table 1.

Table 1. Snohomish County Solid Waste Budget

	2017	2018	2019	2020
Expenditures				
Debt Payments	\$3,438,716	\$3,432,333	\$3,443,500	\$3,437,767
Capital Expenses	\$4,195,750	\$276,807	\$4,333,000	\$8,325,000
Administration	\$4,317,073	\$4,690,607	\$4,851,310	\$5,087,582
Planning	\$767,618	\$607,529	\$815,919	\$828,863
Household Hazardous Waste	\$ 832,612	\$901,722	\$1,113,690	\$1,268,518
Operations	\$16,801,726	\$18,695,897	\$19,268,819	\$20,693,353
Waste Export	\$29,893,805	\$28,127,977	\$30,540,570	\$31,630,665
Environmental Services Section	\$1,324,613	\$1,390,555	\$1,825,633	\$1,999,464
Vactor / Sweepings	<u>\$210,231</u>	<u>\$450,001</u>	<u>\$538,030</u>	<u>\$824,180</u>
Total	\$61,782,144	\$58,573,428	\$66,730,471	\$74,095,392
Revenues				
Waste Disposal	\$57,407,569	\$60,073,230	\$61,377,109	\$62,729,880
Other Revenue ¹	\$3,769,205	\$3,391,253	\$3,515,053	\$3,742,053
Fund Balance	<u>\$3,064,603</u>	<u>\$4,467,015</u>	<u>\$1,838,309</u>	<u>\$7,623,459</u>
Total	\$64,241,377	\$67,931,498	\$66,730,471	\$74,095,392

Notes: All figures are in dollars. The 2017 and 2018 figures are actual amounts, and the 2019 and 2020 figures are budgeted amounts.

1. Other Revenue includes vactor fees, yard waste fees, investment interest, intermodal rent and leases, and Ecology grants.

One important program for the Solid Waste Division is the Environmental Cleanup program (ECUP), which was implemented in 2000. ECUP's mission is to remove solid and hazardous waste illegally dumped on public lands, mitigate sites where illegal dumping frequently occurs and educate the public on the variety of alternatives to unlawfully dumping material throughout Snohomish County.

Now 20 years old, the ECUP program and staff have developed a reputation for exemplary customer service, response to emerging community issues and are an integral component of the Snohomish County solid waste system. ECUP activities include: illegal dump cleanup, roadside litter collection, abandoned vehicle towing and processing, junk vehicle affidavit inspection services, and recreational vehicle (RV), camper, travel trailer and boat recycling and disposal. An offshoot of the ECUP program that was established in 2017 is the Clean Sweep Litter Program. The Clean Sweep Litter Program is Snohomish County's response to residents' increasing concerns about litter issues. A five-member crew of county employees, named the Litter Wranglers, responds to resident calls and emails by working the roadsides and collecting the trash in areas with excessive litter. Results of the successful program are highlighted in Table 2. The 2020 Litter Wrangler program was suspended due to the COVID-19 pandemic.

Table 2. Clean Sweep Litter Program Results		
Year	Miles Cleaned	Litter Bags Collected
2017	445.7	4,749
2018	607.7	5,878
2019	805.1	6,398

Source: Snohomish County records.

Much of the solid waste activities, especially for regulation and enforcement, are directed by the County Code. The sections of [Title 7 of the County Code](#) that are relevant to solid waste include:

- 7.34 – establishes the Solid Waste Advisory Committee (see the following section).
- 7.35 – establishes a comprehensive county-wide program for solid waste handling, recovery and/or reclamation. This requires effective control of all non-exempted solid waste generated and collected within Snohomish County.
- 7.41 – adopts operating rules and disposal fees for Snohomish County solid waste facilities.
- 7.42 – establishes minimum service levels for recycling and waste collection in the unincorporated areas.

Snohomish County Solid Waste Advisory Committee (SWAC)

The formation of the Snohomish County Solid Waste Advisory Committee (SWAC) is governed by [Chapter 7.34 of the County Code](#) and also by state law. The SWAC is an advisory body and does not have the authority to implement programs. As shown in state law:

“Each county shall establish a local solid waste advisory committee to assist in the development of programs and policies concerning solid waste handling and disposal and to review and comment upon proposed rules, policies, or ordinances prior to their adoption. Such committees shall consist of a minimum of nine members and shall represent a balance of interests including, but not limited to, citizens, public interest groups, business, the waste management industry, and local elected public officials. The members shall be appointed by the county legislative authority” ([RCW 70A.205.110 \(3\)](#)).

The SWAC meets regularly to exchange information on solid waste and resource recovery issues, provide policy recommendations to Snohomish County and review and provide comments on plans concerning solid waste handling and disposal. Meetings are held at least quarterly and are open to the public. The Snohomish County Boards and Commissions website provides additional information about the SWAC. SWAC

meetings were temporarily suspended in 2020 due to the COVID-19 pandemic and resumed in early 2021, at which point monthly meetings were held to review this Plan.

Snohomish Health District

The [Snohomish Health District](#) (SHD) is responsible for enforcing solid waste regulations and issuing permits for solid waste facilities. Permits are required for all solid waste facilities in accordance with [Chapter 173-350 WAC](#) and [Chapter 173-351 WAC](#). Permitted solid waste facilities include, but are not limited to, landfills, transfer stations, recycling processing, composting, and petroleum-contaminated soil (PCS) remediation sites. The SHD inspects all permitted solid waste facilities at least once per year. The SHD also reviews permit applications to ensure that proposed facilities meet all applicable laws and regulations, conforms to the approved solid waste management plan, and complies with all zoning requirements.

The Environmental Health Section of the SHD investigates complaints concerning the following activities:

- **Illegal dumping:** garbage and/or other solid waste dumped on private or public property without the owner's permission.
- **Garbage:** improper storage, handling, and disposal practices that attract flies or rodents. This includes uncontained garbage, or garbage not removed weekly.
- **Rodent/Vector problems:** conditions that are attracting or feeding rodents or other vectors, causing a neighborhood infestation.
- **Hazardous waste:** storage, handling, or disposal practices that allow toxic chemicals to be released to surface water, groundwater or soil.
- **Initial investigations for chemical releases:** the Health District works in cooperation with Ecology to investigate releases or potential releases of chemicals to the environment.

Snohomish County Roads Division

The Snohomish County Public Works, Roads Division (Roads) administers the Adopt-a-Road program. The Adopt-a-Road Program is a roadside clean-up campaign designed to remove litter along county roadways, enhance the quality of the environment, and promote community pride. The program establishes a partnership between volunteer groups and Snohomish County Public Works. Community groups sign up to remove litter along “adopted” sections for county road. In recognition of their efforts, Public Works installs two Adopt-A-Road signs with the group’s name along their adopted section of road, and these are installed after the group’s first clean-up event.

Roads provides safety training for group leaders, safety training materials for volunteers, safety equipment, and supplies for clean-up events. Individuals, families, civic organizations, service clubs, churches, businesses, and other organizations can participate in the program.

Additionally, Roads is a business partner with Solid Waste and the Litter Wrangler roadside cleanup program. As the litter crew collects trash along the roadside, Roads crews will collect the material and transport it to the nearest transfer station for disposal. Roads also pays for 33% of the Clean Sweep program costs.

Cities and Towns

There are 20 incorporated cities and towns in Snohomish County, including one city (Bothell) that is partly in King County. [RCW 35.21.152](#) allows cities to develop, own, and operate solid waste handling systems and to provide for solid waste collection services within their jurisdictions. Most of the cities contract with a hauler to collect garbage within their city, while garbage collection routes outside the city borders are regulated by the Washington Utilities and Transportation Commission (UTC). Fees charged for collection services generally cover the expenses of the system, although some cities also charge a “utility tax” that helps fund other city functions. More detailed information about garbage collection in individual cities is shown in the Waste Collection Technical Memo.

Most of the cities and towns also have some form of code enforcement program for properties that accumulate junk such as wood, inoperable cars, car parts, appliances, and furniture. Snohomish County has taken the lead in educating contractors doing work within municipalities on requirements associated with waste disposal in Snohomish County. Any enforcement is typically done through issuing permits and references that builders must comply with the disposal requirements delineated in County Code.

Washington State Department of Ecology

The Solid Waste Handling Standards ([Chapter 173-350 WAC](#)) were promulgated by Ecology under the authority granted by [Chapter 70A.205 RCW](#). In addition, [Chapter 173-351 WAC](#), Criteria for Municipal Solid Waste Landfills, contains the current standards for municipal solid waste landfills. The Model Litter Control and Recycling Act ([RCW 70A.200.060](#)) prohibits depositing garbage on any property not properly designated as a disposal site, including junk vehicles. There is also the waste reduction, recycling, and litter control account that has been created through a tax levied on wholesale and retail businesses, and the monies from this fund have been used for education, increased litter clean-up efforts, and contracts to eligible county entities for illegal dump clean-up activities.

The Community Litter Control Prevention (CLCP) program provides funds to the counties for litter cleanup activities. For the most recent funding cycle, mid-2019 through mid-2021, Snohomish County received \$299,200 from this program, including \$78,000 for a curtain trailer for ECUP. This is a reduction in funding from the 2012-2013 grant cycle when the County received \$1.3 million dollars per biennium.

Under the [Model Toxics Control Act](#) (Chapter 70A.305 RCW), grants are available to local governments for solid waste management plans and programs, hazardous waste management plans and programs, and remedial actions to clean up existing hazardous

waste sites. Solid and hazardous waste planning and programs are funded through the Local Solid Waste Financial Assistance program administered by Ecology's Solid Waste Management Program. The state rule that governs this program is WAC 173-312 – Local Solid Waste Financial Assistance. The [2019-2021 Local Solid Waste Financial Assistance Guidelines](#) (Ecology publication #19-07-009) outlines the Local Solid Waste Financial Assistance program and the fund that supports the program. Cleanup of existing hazardous waste sites is funded through Remedial Action Grants, described in Ecology's [Remedial Action Grants and Loans Program Guidelines](#) (Ecology publication #20-09-055).

Ecology also responds to complaints regarding hazardous material spills or releases.

Washington Utilities and Transportation Commission (UTC)

The [Washington Utilities and Transportation Commission](#) (UTC) regulates privately-owned utilities and companies that provide public services such as electric power, telephone, natural gas, private water, transportation, and waste collection. The UTC's authority over solid waste collection is established in [Chapter 81.77 RCW](#) and [Chapter 480-70 WAC](#).

The UTC regulates residential and non-residential garbage collection services, primarily in unincorporated areas. Cities are permitted by state law to choose their form of waste collection regulation. Most of the cities in Snohomish County contract with a private hauler for garbage collection services (or collect it with city crews as in the case of Marysville), and only a few rely on the UTC to regulate a private garbage hauler as if they were an unincorporated area. UTC authority does not extend to companies operating under contract with any city or town, or to any city or town that conducts their own solid waste collection. This regulatory system was set up by the State Legislature in the 1960's to ensure that every household or business, no matter how remote, is offered garbage collection service.

The UTC regulates solid waste collection companies by granting "certificates of convenience and necessity" that permit collection companies to operate in specified service areas. It also regulates solid waste collection, under the authority of [RCW 81.77.030](#), by:

- Fixing and altering collection rates, charges, classifications, rules, and regulations.
- Regulating accounts, service, and safety of operations.
- Requiring annual reports and other reports and data.
- Supervising collection companies in all matters affecting their relationship to their customers.
- Requiring compliance with local solid waste management plans and related implementation ordinances.
- Requiring collection companies to use rate structures consistent with state waste management priorities.
- Enforcing illegal transportation of solid waste for disposal.

In 2019, the UTC implemented a renewed campaign to enforce transportation carriers and the illegal hauling of solid waste. Reports of illegal hauling of solid waste material may be submitted via the website at:

<https://www.utc.wa.gov/regulatedIndustries/transportation/TransportationDocuments/Non-Permitted%20Carrier%20Report.pdf>.

Solid waste companies operating in the unincorporated areas of the county must comply with this Plan (see [RCW 81.77.040](#)).

This Plan contains a cost assessment prepared according to the *Cost Assessment Guidelines for Local Solid Waste Management Planning* (UTC 2019). [RCW 70A.205.65](#) grants the UTC 45 days to review the plan's impact on solid waste collection rates charged by solid waste collection companies regulated under RCW 81.77, and to advise the County and Ecology of the probable effects of the Plan's recommendations on those rates.

Puget Sound Clean Air Agency

The [Puget Sound Clean Air Agency](#) (Clean Air Agency) is a special-purpose, regional agency chartered by state law in 1967 ([Chapter 70A.15 RCW](#)). Its jurisdiction covers King, Kitsap, Pierce and Snohomish counties, and it is governed by a Board of Directors that is comprised of elected officials from each of the four counties, a representative from the largest city in each county, and one member representing the public-at-large. The Clean Air Agency also has an Advisory Council comprised of individuals representing large and small businesses, non-regulated business, education, transportation, health, tribes, fire officials, the environmental community, ports and the public-at-large.

Clean Air Agency regulations apply to all areas of Snohomish County except for Tulalip Tribal lands, which are guided by the Federal Air Rules for Reservations (FARR) regulations.

Environmental Protection Agency (EPA)

At the federal level, the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Solid Waste Disposal Act Amendments of 1980 (42 U.S.C. 6901-6987), is the primary body of legislation dealing with solid waste. Subtitle D of RCRA deals with non-hazardous solid waste disposal and requires the development of a state comprehensive solid waste management program that outlines the authorities of local, state and regional agencies. Subtitle D requires that the state program must prohibit "open dumps" and must provide that all solid waste is disposed in an environmentally-sound manner.

Tulalip Indian Nation

The Tulalip Tribes of Washington is a federally-recognized Indian Nation and their reservation occupies 22,000 acres located north of Everett and the Snohomish River

and west of Marysville, Washington. The Tribe's population is over 4,900 and growing, with 2,700 living on the Tulalip Indian Reservation. The Tribe is governed by a Tribal Council made up of elected members. The Council holds regular meetings and handles the business affairs of the Tribe. The Tulalip Nation has inherent authority to govern all activities as they pertain to solid waste management within the boundaries of the Tulalip Indian Reservation.

PLANNING ISSUES

Near-Term Planning Issues

Current planning issues related to administration and regulation include:

- Educating Snohomish County residents and business on current solid waste and recycling issues.
- Supporting Solid Waste operations so they may continue to run fiscally responsible and efficient solid waste services for the Snohomish County community.
- Staffing issues related to supporting the programs necessary for an effective solid waste program.
- Updating and promoting the use of technology to support Division activities and programs.
- Implementing continuous improvement initiatives across the Division.
- Evaluating alignment of Division programs with Snohomish County Code.

Long-Term Planning Issues

Long-term issues related to regulation and administration include:

- Align and standardize regional response and efforts for dealing with solid waste issues.

ALTERNATIVES

Alternative A – Regional Collaboration and Standardization on Solid Waste Issues and Programs

Snohomish County is involved with regional and statewide efforts to increase program consistency and collaborate on ways to address solid waste issues. County staff regularly meet with staff from other county, city and state agencies to compare and improve solid waste and recycling programs. Continuing this involvement can provide a number of benefits and be used to address a number industry-related issues. The individual technical memorandums as part of this comprehensive plan update outline specific collaborative efforts for various topics.

Alternative B – Continuous Improvement (CI)

Snohomish County has implemented an ongoing effort to analyze and improve existing workflow and processes, evaluate programs and make adjustments as needed to a variety of solid waste initiatives. In the Solid Waste Division, this may include review and evaluation of administrative, planning, fiscal or operational-centric workflows. The Division has identified several CI projects. The Division will implement projects already identified and continue to seek new projects. Planning staff will train supervisors and select staff in how to recognize potential CI projects and follow through on their implementation. Examples of current CI projects include:

- New web pages to provide better customer service.
- Changing point of sale vendors to reduce credit card service charges.
- Adding new containers to collect small propane tanks at transfer station recycle areas.
- Evaluating how cooking oil is collected and processed.

Alternative C – Define and Prioritize Solid Waste Activities

As part of an annual review process, the Division can develop actionable workplans to help design and strategize for implementing realistic and effective programs. These improvements could also be part of an annual process for tracking progress in implementing this Plan's recommendations. An annual report could be prepared by the Solid Waste Division and presented to the County Council. This annual report could include the following:

- Prior year's goals and accomplishments.
- Quantitative / measurable results.
- Upcoming year's goals and expected results.
- Recommendations for any Plan updates or modifications over the next 5 years.

Additionally, the outcomes from the workplans and project can be reported to SWAC.

Alternative D – Evaluate Alignment of Division Programs with Snohomish County Code (SCC)

As solid waste programs continually evolve with changing markets, mandates and a variety of other factors, the SCC does not necessarily stay current with the industry or the direction of Division management. The Division should review existing programs and related SCC references to make sure they align with current program parameters. For example, the review could update several SCC entries including:

- SCC 7.35.020, Definitions of solid waste related terms and activities.
- SCC 7.35.125, Disposal of Solid Waste.
- SCC 7.37.030, Grants to certain not for profit charitable organizations.

- SCC 7.41.020, Solid waste service fee schedule.
- SCC 7.42.040, Services to be provided regarding residential collection of solid waste and recyclables in unincorporated areas of the county.

Alternative E – Renew the Interlocal Agreement

The current interlocal agreement for solid waste management, which was executed in 2004 by Snohomish County and all of the cities and towns, expires December 31, 2023. This agreement has served the county and municipalities well, and should be continued.

RECOMMENDATIONS

The following recommendations are being made for administrative and regulatory programs:

- A&R1) Snohomish County SWD should implement division-wide continuous improvement projects and report back to SWAC on implemented improvements or operational changes.
- A&R2) Snohomish County SWD should review programs and activities annually to explore program modifications that could increase the effectiveness of waste prevention, recycling, greenhouse gas reduction and other programs.
- A&R3) Snohomish County SWD will collaborate and coordinate program endeavors with regional partners to increase standardization and improve responses to solid waste issues.
- A&R4) Snohomish County SWD will review existing county code, how it relates to current endeavors, and suggest/implement appropriate changes to align with Division programs.
- A&R5) Snohomish County SWD will work with the cities to renew the Interlocal Agreement for solid waste management.

Snohomish County is the administrative and regulatory lead for the solid waste system in the county, in coordination with Federal, State, regional and local agencies. Cities, service groups, haulers and other private companies will operate within these systems.

All of the recommendations should be implemented, or continue to be conducted, over the next five to ten years.

REFERENCES

UTC 2019. *Cost Assessment Guidelines for Local Solid Waste Management Planning*, Washington Utilities and Transportation Commission, October 2019.

APPENDICES

- A Glossary
- B Moderate Risk Waste Plan
- C Solid Waste Facility Siting
- D Waste Quantities and Composition
- E UTC Cost Assessment Questionnaire
- F SEPA Checklist
- G Interlocal Agreements
- H Contamination Reduction and Outreach Plan
- I Resolutions of Adoption

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GLOSSARY

The following definitions are provided for various terms used in the *Snohomish County Comprehensive Solid and Hazardous Waste Management Plan*. Items marked with an asterisk (*) are from Chapters 7.35 and 7.41 of the Snohomish County Code.

Note: See also Snohomish County Codes (especially Chapters 7.35 and 7.41) and State law (especially RCW 70.95.030 and WAC 173-350-100) for additional definitions related to solid waste management. In the case of any inconsistencies, Snohomish County Code, and then State law should take precedence over the below definitions.

Anaerobic digester: a facility that processes livestock manure, biosolids, and/or other organics, using microorganisms in a decomposition process within a closed, oxygen-free vessel to produce methane and residual solids.

ARTS: Airport Road Recycling and Transfer Station, one of the transfer stations owned and operated by Snohomish County (see also “CWRTS,” “NCRTS” and “SWRTS”).

Biodiesel: a type of diesel fuel derived from vegetable oils or animal fats rather than petroleum, used in vehicles and other compression-ignition engines.

Biomedical waste: infectious and potentially injurious waste originating from a medical, veterinary, or intermediate care facility, or from home use.

Biosafety level 4 disease waste: includes wastes contaminated with blood, excretions, exudates, or secretions from humans or animals who are isolated to protect others from highly communicable infectious diseases that are identified as viruses assigned to Biosafety Level 4 by the Centers for Disease Control.

Biosolids: includes sludge from the treatment of sewage at a wastewater treatment plant and semisolid waste pumped from a septic system that has been treated to meet standards for beneficial use.

Cardboard: recyclable kraft liner cartons with corrugated inner liners, as typically used to ship materials. This generally does not include waxed cardboard or paperboard (cereal boxes, microwave and similar food boxes, etc.).

CERCLA: Comprehensive Environmental Response, Compensation and Liability Act.

CESQG: see conditionally exempt small quantity generators.

CFC: chlorofluorocarbon, a chemical used in refrigerators and similar appliances.

Combustion: the process of burning something.

***Commercial:** a category of solid waste brought to a Snohomish County solid waste disposal system facility for disposal by a company, corporation, business, firm, association, sole proprietorship, partnership, municipality, political subdivision, or government entity.

Commingled: recyclable materials that have been collected separately from garbage by the generator, but the recyclable materials have been mixed together in the same container (see also single stream and source-separated).

***Composting:** the controlled microbial degradation of organic waste yielding a nuisance-free soil amendment product.

Conditionally exempt small quantity generators (CESQGs): a dangerous waste generator whose dangerous wastes are conditionally exempt from regulation under chapter 70.105 RCW, Hazardous waste management, solely because the waste is generated or accumulated in quantities below the threshold for regulation and meets the conditions prescribed in WAC 173-303-070 (8)(b).

***Construction, demolition and land-clearing waste:** any recyclable or non-recyclable waste that results from construction, remodeling, repair or demolition of buildings, roads, or other structures, or from land-clearing for development, and that is removed from the site of construction, demolition or land clearing.

CROP: Contamination Reduction and Outreach Plan.

Curbside recycling: the act of collecting recyclable materials directly from residential generators, usually after the recyclable materials have been placed at the curb (or at the side of the street if no curb exists in the area) by the residents.

CWRTS: Cathcart Way Recycling and Transfer Station, the fourth transfer station in Snohomish County, is opened to accept waste only when one of the other stations is temporarily closed for maintenance or repair.

***Disposal site:** an approved site or sites where any final treatment, utilization, processing or deposition of solid waste is permitted and occurs. This includes, but is not limited to, transfer stations and intermodal facilities (included as part of the disposal system of the county), sanitary landfills, incinerators, composting plants, and the location of a facility for the recovery of energy resources from solid wastes or the conversion of the energy in such wastes to more useful forms or combinations thereof.

Drop Box Site: Previously known as Neighborhood Recycling and Disposal Centers. These serve a similar function as transfer stations but are smaller and serve mainly self-haul customers in rural areas. MSW is placed directly into an open-top container by the customer.

Ecology: the Washington State Department of Ecology (also “Ecology”).

EfW: energy from waste; typically, steam or electricity derived from burning waste.

EPA: the United States Environmental Protection Agency; the federal agency responsible for promulgation and enforcement of federal environmental regulations.

E-Waste: electronics, including TVs, computers and monitors.

Feedstock: a waste or other material used to supply or fuel a machine or industrial process.

Ferrous metals: materials that are predominantly (over 75% by weight) made of iron. Includes cans and various iron and steel alloys that contain enough iron such that they adhere to magnets. For recycling purposes, this generally does not include paint cans or other containers that may contain hazardous residues.

Flow Control: The process of ensuring that garbage, including the residuals from processing recyclable materials and construction and demolition wastes, generated in Snohomish County is disposed of through the Snohomish County system. Since Snohomish County receives no local taxes or general fund revenues to maintain its solid waste programs, it is important to keep disposal fees for waste generated in Snohomish County in the local solid waste system to cover the cost of these community programs and services. In addition to providing transparency about which materials are recycled or disposed of at a landfill, flow control promotes recycling and ensures landfill-disposed materials are properly handled and disposed in the county solid waste system. Disposal fees paid at county recycling and transfer stations help fund programs like the county's Household Hazardous Waste Program, Environmental Clean-up Team, education and outreach, closed landfill management, disaster debris planning, solid waste planning, and abandoned vehicle removal. See SCC 7.35.125 for more detail.

*Garbage: material that includes all putrescible wastes, except sewage and body wastes, including vegetables, animal offal and carcasses of dead animals, but not including recognized industrial by-products, and shall include all such substances from all public and private establishments and from all residences.

GHG: greenhouse gases, including carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Green building: methods for designing and constructing buildings so as to reduce energy and water consumption, to reduce materials consumed in the construction process, and to provide other environmental benefits.

Groundwater: water present in subsurface geological deposits (aquifers).

HDPE: high-density polyethylene, a type of plastic commonly used in milk, detergent, and bleach bottles and other containers.

Hog fuel: wood waste that is reduced in size to facilitate burning.

Household hazardous waste (HHW): wastes that would be classified as hazardous due to their nature or characteristics, except that the wastes are generated by households.

IMEX: Industrial Materials Exchange, an on-line and catalog service designed to help businesses find markets for industrial by-products, surplus materials and waste.

Incentive rates: a rate structure for certificate (franchise) areas that incorporates the cost of recycling into the cost of garbage collection, such that customers who recycle can then be charged a lower monthly fee as an incentive.

*Incineration, incinerate or incinerated: the controlled combustion of solid waste that yields satisfactory nonputrescible residues and air effluents.

*Incinerator: a furnace and associated building designed to burn solid wastes under controlled conditions of more than 50-pounds-per-hour capacity.

*Industrial waste: waste by-products of manufacturing and/or processing operations (does not include hazardous wastes generated by these industries).

Inert waste landfill: a type of landfill that only handles inert wastes (such as concrete, asphalt, glass, and a few other materials), as regulated under Chapter 70A.205 RCW and WAC 173-350-410.

*Intermodal container: any fully enclosed or open-top container designed and destined for rail shipment that is closed and sealed with a security identification tag and is not opened during transit or at the intermodal facility.

*Intermodal facility: any facility at which intermodal containers of waste are transferred from trucks for rail shipment and at which the containers are not opened for further treatment, processing or consolidation of the waste prior to final disposal. Any intermodal facility currently in use by Snohomish County or hereafter created or contracted by it, is part of the Snohomish County solid waste disposal system.

Leachate: water or other liquid within a solid waste handling unit that has been in contact with solid waste or has been contaminated due to contact with landfill gas.

LDPE: low-density polyethylene, a type of plastic commonly used for some types of packaging and products.

LEED: Leadership in Energy and Environmental Design, a standard applied to green building projects.

LQG: large quantity generator.

LSWFA: Local Solid Waste Financial Assistance, grant funds that are provided by Ecology to support solid and hazardous waste activities.

Mixed paper: a mix of various types of recyclable paper, including materials such as “junk mail,” magazines, books, paperboard (non-corrugated cardboard), and colored printing and writing papers.

*Moderate risk waste (MRW): a) hazardous waste that is generated in smaller quantities than those regulated by the Department of Ecology under the Dangerous Waste Regulations (Chapter 173-303 WAC); less than 2.2 pounds (1 kg) of extremely hazardous waste per month, and less than 220 pounds (100 kg) of dangerous waste per month; and/or b) any household-generated hazardous waste, such as oil-based paints, solvents, thinners, pesticides, corrosives, cleaners, auto maintenance products and cosmetics.

MQG: medium quantity generator.

MRW: see moderate risk waste, above.

MSW: municipal solid waste (see also “solid waste”).

NCRTS: North County Recycling and Transfer Station, one of the transfer stations in Snohomish County (see also “ARTS,” “CWRTS” and “SWRTS”).

Non-ferrous metals: materials predominantly made of copper, lead, brass, tin, aluminum, and other metals except iron.

PBTs: persistent, bioaccumulative toxins are chemicals that pose a unique threat to human health and the environment in Washington State. They remain in the environment for long periods of time, are hazardous to the health of humans and wildlife, can build up in the food chain, can be transported long distances and readily move between air, land and water media.

PET: polyethylene terephthalate, a type of plastic. Commonly used to refer to 2-liter beverage bottles, although other containers are also increasingly being made from this material, including containers for liquid and solid materials such as cooking oil, liquor, peanut butter, and many other food and household products.

Product stewardship: also known as “producer responsibility” or “extended producer responsibility” (EPR), product stewardship is a strategy designed to address the environmental impacts of products through their entire lifecycle, including end-of-life management (prevention, reuse, recycling and disposal).

Public education: a broad effort to present and distribute public information materials.

Puget Sound Clean Air Agency: the Puget Sound Clean Air Agency is an agency with regulatory and enforcement authority for air pollution issues in King, Kitsap, Pierce and Snohomish Counties.

RCRA: Resource Conservation and Recovery Act.

RCW: Revised Code of Washington.

RDC: Recycling Development Center.

***Reclamation**: the process conducted at a reclamation site which consists of hand and/or mechanical segregation of source separated recyclable solid waste for sale and reuse. Materials which can be removed through reclamation include but are not limited to paper, metal, glass, plastics, aggregates and wood waste processed for feedstock, for new products or as hog fuel and used for energy recovery. Reclamation does not include combustion of solid waste, preparation of a fuel from solid waste (other than hog fuel), use of solid waste as alternative daily cover or use of solid waste as an industrial boiler fuel.

***Reclamation site**: a facility compliant with local, state and federal regulation used for the processing or the storage of reclaimed material. Reclamation sites do not include locations or facilities where wastes are initially generated, such as businesses, construction sites or demolition sites.

***Recyclable materials**: those solid wastes that are separated from other wastes for anaerobic digestion, composting, recycling or reuse, including but not limited to papers, metals, glass, plastics, aggregates, fabrics, yard debris, food waste, manures, wood waste and other materials that are identified as recyclable material in the Snohomish County comprehensive solid waste management plan, and are recycled. Wood waste processed as hog fuel and used for energy recovery shall be considered a recyclable material for purposes of this chapter.

Recycling or Recycled: the transformation or remanufacturing of recyclable waste materials into usable or marketable materials for use other than landfill disposal, alternative daily (landfill) cover, industrial waste stabilizer, combustion or incineration.

Reusable items: items that may be reused (or easily repaired), including things such as small electronic goods, household items such as dishes, and furniture.

SDS: Safety Data Sheets.

Self-haul waste: waste that is brought to a landfill or transfer station by the person (residential self-haul) or company (non-residential or commercial self-haul) that created the waste.

SEPA: State Environmental Policy Act.

Septage: a liquid or solid material consisting of settled sewage solids combined with varying amounts of water and dissolved materials. This waste is pumped from septic tanks, cesspools, portable toilets, pit toilets, RV holding tanks, and similar systems.

SHD: Snohomish Health District.

Single stream: refers to the practice of placing all recyclable materials together in one container for curbside collection (see also commingled and source-separated)

*Small quantity generator (SQG): a business which generates less than 220 pounds of hazardous waste or 2.2 pounds of extremely hazardous waste per month and does not accumulate more than 2,200 pounds of hazardous waste (see also conditionally exempt small quantity generators).

*Solid waste: all putrescible and non-putrescible wastes, whether in solid or in liquid form, except liquid-carried industrial wastes and sewage, and including garbage, rubbish, ashes, industrial wastes, swill, construction, demolition and land-clearing wastes, abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, digested sludge, vegetable or animal solid and semi-solid wastes, dead animals, and other discarded solid and semi-solid materials. Municipal solid waste (MSW), a subset of solid waste, refers to wastes normally collected from residential households, commercial businesses, and containers.

Solid Waste Advisory Committee (SWAC): a group assisting Snohomish County with the development of this solid waste management plan, composed of representatives from the general public, private industry, and the cities.

*Solid waste disposal system facility: a facility owned and operated by the solid waste division or a facility operated under contract with the solid waste division which performs activities identified as being part of the solid waste disposal system in the Snohomish County comprehensive solid waste management plan, which includes, but is not limited to, county owned and operated transfer stations and neighborhood recycling and disposal centers (drop boxes) and the county's contracted intermodal facilities.

*Source-separation: the segregation of recyclable materials from other solid waste for the purpose of recycling, conducted by or for the generator of the materials on the premises at which they were generated. Source separation does not require that different types of recyclable materials be separated from each other.

*Special wastes: those solid wastes which require special handling either due to their posing a potential health hazard, or due to their bulky or abrasive nature which could damage transfer equipment, and which are designated as "special wastes" by the authorized designee.

SQG: see small quantity generator.

SWAC: see Solid Waste Advisory Committee.

SWRTS: Southwest Recycling and Transfer Station, one of four transfer stations in Snohomish County (see also “ARTS,” “CWRTS” and “NCRTS”).

*Transfer station: a staffed, fixed, supplemental, collection/transportation/disposal facility, used by collection agents, or other persons or route collection vehicles to deposit solid wastes into the larger transfer vehicle for transport to a disposal site. This does not include a detachable container or solid waste drop box. Any transfer station currently in use by Snohomish County, or hereafter created by it, is part of the Snohomish County solid waste disposal system. MSW is typically placed onto a tipping floor or pit by the customer.

UGA: Urban Growth Area, see the Snohomish County Comprehensive Plan for more details.

WAC: Washington Administrative Code.

Waste reduction or waste prevention: reducing the amount or type of solid waste that is generated. Also defined by state rules to include reducing the toxicity of wastes.

White goods: term used to refer to large appliances, such as refrigerators, stoves, dishwashers, water heaters and similar consumer products.

*Wood waste: means solid waste consisting of wood pieces or particles generated as a by-product or waste from the manufacturing of wood products, handling and storage of raw materials and trees and stumps. This includes but is not limited to sawdust, chips, shavings, bark, pulp, hog fuel, and log sort yard waste, but does not include wood pieces or particles containing chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenate.

WSDA: Washington State Department of Agriculture.

WTE: waste-to-energy.

WUTC: Washington Utilities and Transportation Commission.

Yard debris: refers to plant material, including, but not limited to, grass clippings, leaves, branches, brush, flowers, roots, windfall fruit, vegetable garden debris, and weeds commonly created in the course of maintaining yards and gardens, and through horticulture, gardening, landscaping, or other similar activities.

MODERATE RISK WASTE PLAN

SUMMARY

This document is the updated plan for moderate risk waste (MRW) management in Snohomish County.

This *Moderate Risk Waste Plan* (MRW Plan) provides several recommendations for the MRW management system in Snohomish County, including both new activities as well as refinements to existing programs. New activities being recommended include the implementation of continuous improvement initiatives and investigating a possible user fee at the MRW Facility. Recommendations for existing activities include refinements to public education programs and continuing the partnership with WSU, investigating barriers to MRW Facility usage, increased collaboration with regional and statewide MRW efforts, and reviewing and updating the MRW Facility's O&M manual.

INTRODUCTION

This MRW Plan has been prepared to provide an update of Snohomish County's plans and programs for MRW. This MRW Plan was prepared as part of the update of the *Snohomish County Comprehensive Solid and Hazardous Waste Management Plan*. As part of the solid waste plan, some of the basic requirements for this MRW Plan are fulfilled by parts of the solid waste plan, including information on the general background of the planning area, the identification and approvals by participating jurisdictions, the public participation process, and compliance with the State Environmental Policy Act (SEPA).

Definition of Moderate Risk Waste

Moderate risk waste (MRW) refers to waste materials that have characteristics similar to hazardous wastes, but are generated in relatively small quantities by individual households and in small quantities by businesses. In other words, these wastes are flammable, corrosive, toxic, reactive, and/or persistent ([Chapter 70A.300 RCW](#), [WAC 173-303-070](#)). Federal law does not currently regulate these wastes as hazardous, but allows each state to adopt stricter regulations for hazardous waste from households and small quantity generators.

Washington State has chosen to regulate these materials. The Washington State Department of Ecology (Ecology) created a waste classification called MRW that includes household hazardous waste (which is generated by residential sources) and Conditionally Exempt Small Quantity Generator waste (which is generated by businesses, but in quantities below the current threshold for hazardous waste regulations). A State law adopted in 1991 also added used oil to the list of materials to be addressed by MRW programs.

Snohomish County Code ([SCC 7.41.050](#)) requires MRW to be brought to the proper facilities and not be disposed with solid wastes.

Household Hazardous Waste (HHW): The Hazardous Household Substances List developed by the Department of Ecology is shown in Table 1 (Ecology 2010). When generated in a residence, these products may become household hazardous wastes when they are discarded, if they are flammable, corrosive, toxic, reactive, or persistent. (NOTE: Table 1 is not all-inclusive as there are other wastes not on the list that may also be HHW.)

Table 1. Hazardous Household Substances List				
Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Group 1: Repair and Remodeling				
Adhesives, Glues, Cements	X	X		
Roof Coatings, Sealants		X		
Caulking and Sealants		X		
Epoxy Resins	X	X		X
Solvent Based Paints	X	X		
Solvents and Thinners	X	X	X	X
Paint Removers and Strippers		X	X	
Group 2: Cleaning Agents				
Oven Cleaners		X	X	
Degreasers and Spot Removers	X	X	X	
Toilet, Drain and Septic Cleaners		X	X	
Polishes, Waxes and Strippers	X	X	X	
Deck, Patio, and Chimney Cleaners	X	X	X	
Solvent Cleaning Fluid	X	X	X	X
Household Bleach			X	
Group 3: Pesticides				
Insecticides	X	X		
Fungicides		X		
Rodenticides		X		
Molluscides		X		
Wood Preservatives		X		
Moss Retardants		X	X	
Herbicides		X		
Fertilizers		X	X	X
Group 4: Auto, Boat, and Equipment Maintenance				
Batteries		X	X	X
Waxes and Cleaners	X	X	X	
Paints, Solvents, and Cleaners	X	X	X	X
Additives	X	X	X	X
Gasoline	X	X	X	X
Flushes	X	X	X	X
Auto Repair Materials	X	X		
Motor Oil		X		
Diesel Oil	X	X		
Antifreeze		X		
Group 5: Hobby and Recreation				
Paints, Thinners, and Solvents	X	X	X	X
Pool/Sauna Chemicals	X	X	X	X

Table 1. Hazardous Household Substances List, continued				
Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Group 5: Hobby and Recreation, continued				
Photo Processing Chemicals	X	X	X	X
Glues and Cements	X	X	X	
Inks and Dyes	X	X		
Glazes		X		
Chemistry Sets	X	X	X	X
Pressurized Bottled Gas	X	X		X
White Gas	X	X		X
Charcoal Lighter Fluid	X	X		
Batteries		X	X	X
Group 6: Persistent Bioaccumulative Toxins (PBTs)				
Mercury				
CFLs and Fluorescent Tubes				
Auto Switches				
Thermometers		X (all)	X (all)	
Barometers				
Thermostats				
Button Cell Batteries				
Lead				
Lead-Acid Car Batteries				
Fishing Weights				
Unused Lead Shot		X (all)		
Unused Traffic Paint				
Unused Art Supplies (for stained glass and lead pottery glaze)				
Polybrominated Diphenyl Ether (PBDEs)				
Televisions				
Computers		X (all)		
Other Electronic Products				
Polycyclic Aromatic Hydrocarbons (PAHs)				
Roofing Sealant				
Pavement Sealant		X (all)		
Used Motor Oil				
Polychlorinated Biphenyl (PCBs)				
Caulking (manufactured prior to 1979)		X (all)		
Light Ballasts (manufactured prior to 1979)				
Group 7: Miscellaneous				
Ammunition	X	X	X	X
Asbestos		X		
Fireworks	X	X	X	X
Marine Aerial Flares	X	X		
Pharmaceuticals		X		
Non-Controlled Substances		X		
Sharps				
Personal Care Products	X	X	X	

Source: *Guidelines for Developing and Updating Local Hazardous Waste Plans*, prepared by the Washington State Department of Ecology, Appendix F, February 2010.

Conditionally Exempt Small Quantity Generator (CESQG) Waste: Many businesses and institutions produce small quantities of hazardous wastes. The list of these hazardous wastes is the same as for HHW (see Table 1). Conditionally exempt small quantity generators (CESQGs) may produce hazardous waste at rates less than 220 pounds per month or per batch (or 2.2 pounds per month or per batch of acutely or extremely hazardous waste) and accumulate less than 2,200 pounds of hazardous waste on-site (or 2.2 pounds of acutely or extremely hazardous waste). Extremely hazardous wastes include specific pesticides and other poisons that are more toxic or persistent than other hazardous wastes. At amounts above these limits, the businesses become medium (MQG) or large (LQG) quantity generators and must comply with the reporting and other requirements for hazardous waste management and disposal. CESQGs are conditionally exempt from State and Federal regulation, meaning that they are exempt only as long as they generate less waste than the threshold amounts and properly manage and dispose of their wastes.

Used Oil: Washington State law ([Chapter 70A.224 RCW](#)) requires that local governments manage used oil in conjunction with their MRW programs and submit annual reports to Ecology.

Goals and Policies for MRW

Current Goals and Policies: Current goals and policies specific to MRW include:

- Goal 2: Ensure efficient services for a growing and changing customer base.
- Policy 2-8, Moderate Risk Waste: Continue efforts to reduce the generation and toxicity of moderate risk waste, and to ensure that convenient, cost effective and sustainable options for its safe management are available.
- Related policies from technical memorandums in the solid waste plan include:
 - o Policy 1-3, Waste Prevention: Continue to offer and develop programs that encourage waste prevention.
 - o Policy 2-1, Recycling: Continue to offer and develop programs that encourage recycling.

Beyond Waste Plan Goals for MRW: Ecology is required by law ([RCW 70A.300.300](#) and [RCW 70A.205.210](#)) to develop and update the statewide hazardous waste and solid waste plans. In 2004, Ecology simultaneously updated the *1994 State Hazardous Waste Management Plan* and the *1991 State Solid Waste Management Plan*. The updated plans were published together as the *Beyond Waste Plan* in November 2004. The [Beyond Waste Plan](#) was updated in 2009 and 2015.

The Beyond Waste Plan's 30-year vision states: "We can transition to a society where waste is viewed as inefficient, and where most wastes and toxic substances have been eliminated. This will contribute to economic, social and environmental vitality." The Beyond Waste Plan recognizes that "waste generation in Washington continues to increase, and that toxic substances are more prevalent in our everyday lives now than they were just few years ago." It explains why it is important to move beyond waste and

concludes "to lower the risks to people and the environment, Washington needs to shift to an approach that will significantly reduce wastes and toxic substances over time."

The Beyond Waste plan is divided into five sections, and each section presents goals and actions that can be taken over the next five years:

- Managing Hazardous Waste and Materials
- Managing Solid Waste and Materials
- Reducing Impacts of Materials and Products
- Measuring Progress
- Providing Outreach and Information

The Beyond Waste plan also incorporates the concept of sustainable materials management, which has been adapted from recent work by the U.S. Environmental Protection Agency (EPA). Sustainable materials management looks at the full life cycle of materials, from the design and manufacturing phase, to the use phase, and then to the end-of-life phase when the material is either disposed or recycled. Materials management still focuses on recycling and disposal issues, but in looking at production methods and the use of materials, this approach can help identify more sustainable ways to design products that use less energy, water and toxics. This is important because the adverse environmental impacts of extraction, production and use can be far greater than those associated with disposal when the product becomes a waste. According to the EPA, a materials management approach is essential to conserving natural resources to meet both today's needs and those of future generations.

The Beyond Waste Plan adopted the following goals for managing hazardous wastes and materials (Ecology 2015):

HWM 1: Hazardous waste generators will significantly reduce chemical use, waste, emissions, and costs by successfully implementing effective pollution prevention plans and other actions.

HWM 2: Pollution prevention planning facilities and other industries will use cleaner, more sustainable manufacturing processes and produce less toxic and more sustainable products.

HWM 3: LQGs and MQGs will comply with the dangerous waste rules and remain in compliance.

HWM 4: Communication about compliance issues will improve, so it will be easier for facilities to make corrections.

HWM 5: The Local Source Control Partnership, and other small business dangerous waste and stormwater pollution technical assistance programs, will be expanded. Fewer environmental issues will be found at facilities visited by staff.

HWM 6: All treatment, storage, and disposal facilities (TSDs) will comply with regulations and operate safely.

HWM 7: By 2020, 95 percent of corrective action sites permitted by Ecology will safely manage environmental contamination.

HWM 8: In the next five years, Ecology will issue permits for all sites and facilities that reflect current operations and ensure facilities comply with permit conditions.

HWM 9: Parties interested in permitted facilities and corrective action sites will know where to find current information.

HWM 10: Dangerous waste facilities and used oil processors will offer safe recycling.

HWM 11: Until toxic substances are phased out of products, and use of hazardous materials declines, MRW collection will be maximized.

HWM 12: MRW locations and programs will provide increased services for residents, businesses, and underserved communities.

HWM 13: Facilities that collect MRW will be properly permitted (if required) and in compliance with applicable laws and rules.

Each of these goals is accompanied by two to five objectives (“actions”).

Regulations for MRW

MRW is regulated by local, State and Federal laws that govern proper handling and disposal of these wastes.

Federal Regulations: The primary Federal laws relating to hazardous waste are the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Hazardous Materials Transportation Security Act. Other Federal legislation such as the Universal Waste Rule and the Mercury-Containing and Rechargeable Battery Management Act establish rules for specific types of hazardous waste. Asbestos and a few other materials are regulated via the Toxic Substances Control Act.

- a. Resource Conservation and Recovery Act (42 U.S.C. s/s 6901 et seq.):** The Resource Conservation and Recovery Act (RCRA) establishes responsibility and authority for managing hazardous waste. Subtitle C of the law establishes requirements for generators, transporters, and operators of hazardous waste treatment, storage and disposal facilities. Hazardous wastes must be tracked from the time they are generated until the time they are disposed using a manifest system. Subtitle D of RCRA establishes minimum requirements for construction and operation of solid waste disposal facilities. It seeks to ensure that landfills receiving household hazardous waste and small quantity generator waste meet minimum design and construction standards. Ecology has been delegated the authority to enforce the provisions of RCRA.
- b. Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. s/s 9601 et seq.):** [CERCLA](#), also known as the Superfund act, provides the Environmental Protection Agency with the authority to clean up disposal sites contaminated with hazardous waste. The legislation enables the agency to identify

responsible parties and assess liability for cleaning up individual sites. The Superfund Amendments and Reauthorization Act establishes requirements related to emergency response planning and community notification of chemical releases.

- c. **Toxic Substances Control Act:** The Toxic Substances Control Act of 1976 (TSCA) provides EPA with authority to require reporting, record keeping and testing, and establishes restrictions relating to chemical substances and/or mixtures. TSCA addresses the production, importation, use, and disposal of specific chemicals including polychlorinated biphenyls (PCBs), asbestos, and lead-based paint. Certain substances are generally excluded from TSCA, such as food, drugs, cosmetics and pesticides.
- d. **Hazardous Materials Transportation Law (HM-181):** In 1974, the Hazardous Materials Transportation Act gave the Department of Transportation (DOT) the authority to regulate the movement of substances that pose a threat to human health and safety, property, or the environment. In 1990, the Transportation Uniform Safety Act became law. The goal of this act was to create a uniform system for transporting hazardous materials and to make U.S. regulations on hazardous material packaging and transportation consistent with United Nations standards. This law led to promulgation of the Hazardous Material Regulation 181 (HM-181). This regulation governs the packing, shipping, and labeling of hazardous materials and waste in transportation. This law also has requirements for generator and shipper training.
- e. **Enhancing Hazardous Materials Transportation Security (HM-232):** HM-232, which went into effect March 25, 2003, amended the hazardous materials transportation rules to require that persons who transport, or offer for transportation, certain types of hazardous materials develop and implement a security plan. This rule also requires that employees be provided with security awareness training. This rule applies to Snohomish County's MRW Facility due to the types and quantities of wastes collected and shipped. The intent of the security plan is to prevent theft of flammable or explosive materials that could be used in acts of terrorism.
- f. **Occupational Safety & Health Administration (OSHA):** Various OSHA rules provide for worker safety protection in activities related to hazardous waste management. One of the primary rules is contained in 29 CFR Part 1910. Subpart H ([Part 1910.120](#)) of this rule addresses requirements for training and safety for workers in RCRA facilities, and also for workers involved in clean-up and emergency response activities.

State Regulations: One of the primary State laws that directly affects MRW is the Hazardous Waste Management Act ([Chapter 70A.300 RCW](#)) and the associated rules ([Chapter 173-303 WAC](#) and [WAC 173-350-360](#)). A few of the more significant State laws are summarized below.

- a. **Hazardous Waste Management Act ([Chapter 70A.300 RCW](#)):** The [Hazardous Waste Management Act](#) addresses state and local hazardous waste management plans, rules for hazardous waste generation and handling, criteria for siting hazardous waste management facilities, and local zoning designations that permit

hazardous waste management facilities. The Hazardous Waste Management Act also establishes waste management priorities for hazardous wastes. In order of decreasing priority, the management priorities are:

- waste reduction
- waste recycling
- physical, chemical, and biological treatment
- incineration
- solidification/stabilization/treatment
- landfill

This waste hierarchy is a key element in determining the compliance of this MRW Plan with State requirements.



- b. **Dangerous Waste Regulations:** Rules implementing the Hazardous Waste Management Act are codified in the Dangerous Waste Regulations ([Chapter 173-303 WAC](#)). This regulation defines dangerous waste materials and establishes minimum handling requirements. State rules specifically exclude household hazardous waste and conditionally exempt small quantity generator wastes from the Dangerous Waste Regulations. The Dangerous Waste Regulations have been amended several times over the years, most recently in 2019.
- c. **Ban on Disposal of Automobile Batteries:** The Solid Waste Management Act ([Chapter 70A.205 RCW](#)) prohibits the disposal of automobile batteries and requires retail vendors to accept used batteries for recycling.
- d. **Ban on Disposal of Mercury Lighting:** Legislation passed in 2010 ([Chapter 70A.505 RCW](#) and [Chapter 173-910 WAC](#)) prohibits the disposal of mercury lighting with solid wastes.
- e. **Paint Stewardship Program:** A new product stewardship program for paint went into effect in April 2021 per a State law recently adopted ([Chapter 70A.515 RCW](#)). This program will reduce the volumes and costs for the MRW facilities operated by Snohomish County and other counties in Washington.

Local Regulations: Local regulations can be more stringent than Federal and State regulations. Snohomish County has adopted local regulations that are more stringent in some ways. The following local regulations pertain to MRW.

- a. **Snohomish Health District Sanitary Code Chapter 2.15, Solid Waste Handling Regulations:** The Snohomish Health District (SHD) Sanitary Code section

pertaining to MRW handling ([Section 2.15.210](#)) prohibits HHW or CESQG waste from being placed into the solid waste collection system (or into septic systems, stormwater systems or otherwise released into the environment). This regulation allows for the disposal of MRW at permitted facilities and product take-back centers.

- b. **Snohomish Health District Sanitary Code Chapter 2.20:** SHD has fully incorporated Washington's Solid Waste Handling Standards (Chapter 173-350 WAC) into their Sanitary Code, as [Chapter 2.20](#). [WAC 173-350-360](#) provides handling and management standards related to MRW facilities.
- c. **Snohomish County Code 7.41.050:** The Snohomish County Code (SCC) includes definitions and restrictions regarding hazardous waste and moderate risk waste. [SCC 7.41.050](#) prohibits the disposal of moderate risk waste and hazardous waste except at facilities designated for those wastes, and also prohibits the disposal of pharmaceutical wastes at solid waste facilities, including expired, unused or contaminated drugs and vaccines.
- d. **Snohomish County Public Works Solid Waste Division Waste Acceptance Policy:** The [Waste Acceptance Policy](#) does not allow for the disposal of the following as garbage: household hazardous waste, business-generated hazardous waste, computer monitors, televisions, computers, cell phones, separated circuit boards and other cathode ray tube devices, pressurized canisters and tanks, appliances that use chlorofluorocarbons (CFCs), asbestos and asbestos-containing materials, and liquid wastes.

EXISTING PROGRAM ELEMENTS

Evaluation of Current MRW and Oil Programs

1. HHW Collection Program: Snohomish County operates a facility to collect and properly dispose of household hazardous wastes. The MRW Facility is located in Everett. The County has also recently conducted community roundup events in Darrington and Sultan for the collection of household hazardous waste. Households may bring accepted items free of charge to the MRW Facility or to the roundup events. Many additional locations for the collection and proper disposal/recycling of select materials are also provided by retailers, manufacturers and other businesses throughout the County. The primary collection methods are described further below:

- a. **MRW Collection Facility:** The MRW Facility accepts a wide variety of hazardous waste, and a complete list of the currently-acceptable items is shown on [Snohomish County's website](#). In 2019, the MRW Facility served 14,808 residential customers and collected 1,505,568 pounds (752.8 tons) of materials (including some non-hazardous materials but not including motor oil, oil filters and antifreeze). The MRW Facility also accepts waste from small businesses, but for a fee and only by appointment (see later section for more details). Table 2 provides more details about the wastes collected.

Table 2. MRW Quantities Collected by Snohomish County in 2019 (pounds)					
Waste Type	HHW	CESQG	Roundups	Totals	Disposal Method
Hazardous Materials:					
Batteries;					
Household	63,956	9,278	286	73,520	Recycled
Automotive	165,645	0	1,406	167,051	Recycled
Ni-Cd	14,420	562	13	14,995	Recycled
Flammable Liquids	125,464	21,567	1,399	148,430	Energy recovery
Fluorescent Tubes and CFLs	84,681	10,988	302	95,971	Recycled
Paint;					
Latex ¹	376,478	38,854	0	415,332	Reused or disposed
Oil Based	193,134	46,932	0	240,066	Energy recovery
Other Hazardous Wastes	90,680	27,156	5,565	123,401	Varies
Waste Oil and Related Materials;					
Used Oil	862,159			862,159	
Used Oil Filters	37,030			37,030	
Antifreeze	122,168			122,168	
Total Hazardous Wastes	1,114,458 (2,135,815 with oil and antifreeze)	155,337	8,971	2,300,123 pounds, or 1,150 tons	
Non-Hazardous Materials:					
Non-Regulated Liquids	11,170	38,898	0	50,068	Disposed
Non-Regulated Solids	97,929	12,506	0	110,435	Haz. waste disposal
Used Cooking Oil (Biodiesel)	46,157	759	53	46,969	Recycled
Propane Tanks	105,683	0	0	105,683	Recycled
Other Materials Recycled, Reused	130,171	308	208	130,687	Reused or recycled
Total Non-Hazardous	391,110	52,471	261	443,842	
Grand Totals, All Materials	2,526,925 (with oil and antifreeze)	207,808 pounds	9,232 pounds	2,743,965 pounds, or 1,372 tons	

Notes: The above data is from the annual reports to Ecology prepared by Snohomish County. The amount of waste oil includes materials collected at the MRW facility, transfer stations and the drop boxes, but not other (private) sites in the county.

b. Hazardous Waste Roundup Events: Households may bring hazardous waste items to scheduled roundup events for free. No business waste is accepted at the roundups. Roundups have been held in Darrington and Sultan in recent years. These events served a total of 156 residential customers in 2019, ranging from 30 in Darrington to 126 in Sultan. The total amount of waste collected at these events in 2019 was 9,232 pounds (see Table 2 for more details on the types of wastes collected).

c. Snohomish County Transfer Stations: Limited quantities of certain hazardous wastes are accepted for recycling from households, free of charge, at Snohomish County transfer stations and drop box sites. These items currently include antifreeze, batteries, fire extinguishers, fluorescent tubes and compact fluorescent bulbs, motor oil, oil filters, and propane tanks.

2. Public Education: The County conducts several activities to educate residents about proper handling and disposal of HHW. These include information provided on their [website](#) and the distribution of brochures that address specific topics such as pharmaceuticals. The County has also worked with local haulers to help provide clear MRW management instructions to customers through their websites.

3. Small Business Technical Assistance: Many of the activities conducted by Snohomish County to educate residents about HHW also serve to educate businesses about CESQG wastes. There are also specific activities that target businesses.

If a business accumulates more than the eligible CESQG amounts, the business may become a fully-regulated generator of hazardous waste. Snohomish County Solid Waste staff can provide other hazardous waste management and disposal options, including a list of vendors who will pick up hazardous wastes from the business.

4. Small Business Collections: State and Federal law requires businesses to properly manage and dispose of chemical waste. Business hazardous wastes include items such as dyes, paints, inks, thinners, sludges, solvents, pesticides, chemicals, acids, and caustics. The MRW Facility is open to CESQG businesses by appointment only. A fee is charged for the service. Businesses must have their Safety Data Sheets (SDS) and be ready to identify the class of hazardous wastes they are disposing. A business may qualify as a CESQG if:

- the business generates less than 220 pounds of hazardous waste per month or accumulates less than 2,200 pounds of hazardous waste at one time.
- the business generates less than 2.2 pounds of acutely or extremely hazardous waste per month, or accumulates less than that amount at any one time.

In 2019, the MRW Facility served 543 CESQGs and collected a total of 207,808 pounds (103.9 tons) from these generators (not including oil, oil filters and antifreeze). See Table 2 for details on the types of wastes collected.

5. Enforcement: The Snohomish Health District is the lead agency for the enforcement of solid waste and MRW management issues in Snohomish County. They enforce MRW regulations via complaint investigations and via permitting of MRW facilities. Many of these complaints involve illegal dumping or improper storage and disposal of wastes, such as batteries, used oil, gasoline, paint and paint-related chemicals.

While SHD serves as the lead enforcement agency, they also work cooperatively with the Division to provide various education and outreach programs dealing with MRW management. Additionally, SHD provides public education to homeowners and CESQGs. Homeowner education is delivered as part of their complaint investigation process. CESQG technical assistance is also conducted as part of their complaint investigation process. In addition, a business-oriented Pollution Prevention Assistance program focuses on solid and hazardous waste management, pollution prevention, and storm water issues.

To accomplish specific regulatory and public outreach objectives, SHD created a grant-funded program. Accomplishments include adoption of countywide MRW regulations; educational outreach intended to reduce the amount of MRW generated; and outreach geared toward proper handling and disposal of MRW. For example, SHD has a program that permits and inspects MRW collection facilities to ensure that there is no threat to public health or the environment. Permitted MRW facilities, as of mid-2020, include the Port of Edmonds, Pristine Environmental Services, Refined Solutions (processors of dental amalgam), and the Snohomish County MRW Facility.

In the case of illicit disposal, Ecology may manage spills or releases through [WAC 173-303-050](#), [-145](#), and/or [-960](#).

6. Used Oil and Automotive Fluids Collection and Education: Automotive fluids and batteries cannot be disposed as garbage and must be handled properly. These materials must be taken to a proper handler, such as the County's MRW Facility or a reputable business. Many private businesses such as auto parts stores or service stations provide recycling services for car batteries, used motor oil, oil filters, and antifreeze. Battery retailers will accept car batteries from customers and the public.

7. Other Program Elements: Other important aspects of the MRW program include various activities and issues:

a. Toxicity Reduction and Waste Prevention: Reducing or eliminating toxicity in products or the use and disposal of toxic products is not only important to protect human health and the environment, but it can save manufacturers, customers, rate payers and the County significant costs for managing hazardous materials. When able, the County participates in state and nationally convened processes to address toxicity reduction.

b. Financing the MRW Program: The cost of operating the MRW Facility is covered by Local Solid Waste Financial Assistance (LSWFA) funds from Ecology, with a minimum of 25% matching funds provided by Snohomish County. Fees charged to

CESQGs defray a portion of the cost of disposing of their waste. Product stewardship programs provide funds for handling some MRW at other locations and offset some costs that would otherwise be incurred by the Division.

- c. **Governance Structure:** The Snohomish County Solid Waste Division is the lead agency for collection and education programs for MRW, and operates a facility to collect and properly dispose of MRW. The Snohomish Health District is the lead agency for the enforcement and compliance activities for solid waste and MRW management issues in Snohomish County, and also conducts some education for MRW.
- d. **Agricultural Waste Collection:** The Washington State Department of Agriculture (WSDA) conducts agricultural chemical waste collections annually, but none have been held in Snohomish County recently. Locations for events are determined by the number of requests. The closest events in the past year (2019) have been in Seattle and Mount Vernon. Participants must sign up in advance to bring wastes to these collection events, but there is no cost to participate.

Inventory of Generators and Facilities

[RCW 70A.300.350\(1\)\(a\)](#) requires MRW plans to contain an assessment of the quantities, types, generators and fate of MRW in each jurisdiction. Not all of the necessary data to conduct a complete assessment is currently available, but the data that is available on the number of potential generators is summarized in Table 3. At first glance, the data in Table 3 may appear to indicate that only a low number of MRW generators (4.7% of the residential households and 2.7% of the potential non-residential generators) bring their wastes to the MRW Facility or to the roundups. That conclusion would actually be incorrect, however, due to several factors:

- Not every household and business is an MRW generator, or at least not in every year. For residential sources especially, products may be stored for several years before the resident does a “clean-up” or determines that the material is no longer useful and is thus an MRW.
- An unknown number of households and businesses use other product stewardship, take-back or drop-off sites for the more common wastes (electronics, oil, batteries, antifreeze, mercury lighting and devices, and other MRW).
- An unknown number of CESQGs and large-quantity generators use the services of private collection companies for their hazardous wastes instead of the MRW Facility.

Hazardous Waste Inventory

Ecology’s guidelines for MRW plans require that the following pieces of information be addressed (Ecology 2010). The following information helps provide a full inventory of

Table 3. Characteristics of MRW Generators			
	Residential Generators	Businesses and Institutions	Comments
Number of Households or Businesses	316,948 ¹	20,228 ²	Not all residents and businesses are generators of MRW.
Number of Customers using the MRW Facility and Roundups in 2019	14,964	543	These figures are not adjusted for multiple trips to the MRW Facility or Roundups by the same customer.
Number of Participants for Other Programs	Unknown	Unknown	An unknown number of people are recycling electronics, oil, batteries, mercury lighting, and other MRW materials through various other product stewardship, take-back and drop-off programs, and an unknown number of businesses are disposing of wastes through that and private collection services.

Notes: 1. The number of households (2019) includes one-unit dwellings (209,279), two+ units (88,064) and mobile homes/special units (19,605) (OFM 2020).
 2. The number of businesses is a third quarter 2019 figure from the Washington State Employment Security Department's web page <https://esd.wa.gov/labormarketinfo/covered-employment> (ESD 2020).

hazardous waste management in a community, by addressing dangerous waste generators (i.e., large-quantity generators), contaminated sites, transporters and processing facilities, and locations where hazardous waste facilities are allowed to be sited ("zone designations"). For most of the following items, however, the actual information is both lengthy and subject to change. Rather than attempt to show all of the information here, the following provides a summary and also sources for updated information.

Dangerous Waste Generators: Ecology's records (Ecology 2020a) show that the following numbers of businesses and institutions in Snohomish County are registered as hazardous waste generators as of June 2020:

- 53 large-quantity generators
- 59 medium-quantity generators
- 155 small-quantity generators¹
- 80 non-generating sites and transporters with active EPA or state identification numbers, but who did not generate waste in the most recent year.

¹ This figure includes only those small-quantity generators that have chosen to get an EPA identification number (which is not required for CESQGs), and the actual number of CESQGs is much higher than this figure.

Remedial Action Sites: Ecology's list of confirmed and suspected contaminated sites in Snohomish County can be found at <https://apps.ecology.wa.gov/tcpwebreporting/> . The sites are listed in five categories and the following figures are current as of May 22, 2020 (Ecology 2020b):

1. Brownfield Sites – 4 sites. Brownfield sites are abandoned or under-utilized properties where potential liability due to environmental contamination and clean-up costs complicate redevelopment.

2. Environmental Covenants Register – 34 sites. This registry is a list of sites that have residual contamination after the clean-up has been completed. These sites have environmental covenants or deed restrictions limiting the types of uses on the property.

3. Leaking Underground Storage Tanks – 572 records. This report contains information on Underground Storage Tank facilities that require clean-up and their clean-up history.

4. State Cleanup Sites:

- a) Confirmed and Suspected Contaminated Sites – 496 records. This report contains information about sites that are undergoing clean-up and sites that are awaiting further investigation and/or clean-up.
- b) No Further Action Sites – 614 records. This data set contains information about sites previously on the Confirmed and Suspected Contaminated Site list (above) that have received a No Further Action decision. These sites may have deed restrictions or environmental covenants.

5. Regulated Underground Storage Tanks – 1,165 records. Washington State regulates active storage tanks on different properties, including gas stations, industries, commercial properties, and governmental entities.

Hazardous Waste Services (Transporters and Facilities): A large number of private companies provide transportation and disposal services for a wide range of materials. According to data from Ecology, there were 87 companies registered to transport dangerous waste in Snohomish County in 2020 (Ecology 2020a).

Zone Designations: As part of the development of the original MRW plans, local jurisdictions were required by State law ([RCW 70A.300.370](#)) to designate zones within their borders where hazardous waste facilities would be permitted to operate and to notify Ecology of those designations. In Snohomish County, that was done as part of the 1993 plan and those designations are presumed to be in effect still. Cities that have been incorporated since that time, however, may not be in compliance with this requirement.

PLANNING ISSUES

General Planning Issues

The existing service gaps and other issues connected to the specific components that are required to be addressed by local moderate risk waste management programs are addressed below.

- Most of the MRW collected in Snohomish County is handled through product stewardship, take-back, or other business-provided services. The materials with the highest rates of diversion from solid waste disposal are those materials for which there are many widespread collection opportunities. Developing similar programs for a wider range of MRW would help increase the diversion of these wastes from disposal.
- Implement continuous improvement projects at the MRW facility to streamline existing or stagnant workflows.
- Current and ongoing efforts to inform the public about opportunities for proper disposal of MRW appear to be adequate based on the quantities of materials being collected. More education will be needed for new programs.
- Business collection services are currently being provided through the MRW Facility and other opportunities, including private contractors. These programs appear to be working well for many of the materials. In addition, as with residential generators, regular reminders about disposal requirements and opportunities are helpful for maintaining the current level of compliance.
- Enforcement is currently being conducted on a complaint-based system and there are no known problems with this approach.
- The recovery of used oil, antifreeze and automotive batteries appears to be very good and few service gaps or other issues appear to exist for these wastes.

Long-term Planning Issues

- Significant improvement has been made in recent years in reducing or eliminating toxicity in products or the use and disposal of toxic products, but more could be done in this area.
- The County's current MRW collection activities are funded primarily by the LFSWA grant program administered by Ecology, and in the long term the MRW program may need an alternative funding source if LFSWA grants become unavailable.
- The increased use of product stewardship programs could help provide new funding methods and address other MRW management issues. The new product stewardship program for paint, for instance, will eliminate (or at least provide an

alternative funding source for) 24% of the materials currently handled by the MRW Facility (see Table 2). As more product stewardship programs are developed, the County will need to determine to what extent, if any, they can and will participate in those programs (through the MRW Facility or other means). As a central location being used for other materials, the MRW Facility (and by extension, the mobile collection events) can provide a good opportunity to collect materials for a product stewardship program. Those programs will, however, need to make sense for the County (i.e., not create unreasonable demands on finances or operations).

ALTERNATIVES

Alternative A – Public Education for Household Hazardous Waste

Household hazardous waste education programs focus on identifying household products that contain hazardous ingredients, promoting safer alternatives, and explaining how to dispose unwanted products that contain hazardous substances. The Division could review the existing outreach and update material as needed. In addition, rather than solely continuing an independent education program for moderate risk waste, Alternative A attempts to incorporate the message into other programs that also benefit from proper household hazardous waste management. Other programs that have common objectives include programs that deal with storm water, groundwater, municipal wastewater treatment, and on-site sewage systems. By coordinating the message with other resource protection and waste management programs, the message would be repeated, and attention would be focused on the multiple benefits of the higher-priority management practices.

Alternative B – Continuous Improvement (CI)

Snohomish County has implemented an ongoing effort to analyze and improve existing workflow and processes, evaluate programs and adjust as needed to a variety of solid waste initiatives. In the Moderate Risk Waste facility, this may include a review and evaluation of administrative, planning, fiscal or operational-centric workflows. The Division has identified several CI/MRW oriented projects including:

- Adding new containers to collect small propane tanks at transfer station recycle areas.
- Evaluating how cooking oil is collected and processed.
- Enhancing MRW facility access to the Internet for research and data entry.
- Re-evaluating the phone tree structure and adjust the customer service model.

Alternative C – User Fees at the MRW Facility

A nominal fee could be charged, such as \$5.00 per visit or a fee per item, for the use of the MRW Facility or mobile collection events. Similar fees are charged in many areas of the state. The CESQGs using the MRW Facility already pay a fee, so this alternative

applies only to the residential customers at that facility (and at the mobile collection events). A fee such as this would help educate the public that there is a cost for this service and that the use of less-toxic products would be less expensive. On the other hand, a fee could discourage participation in HHW programs and reduce proper disposal of HHW.

Alternative D – Increased Promotion of MRW Facility

Use of the MRW Facility could be increased by publicizing it more, and by emphasizing the importance of proper disposal of even a small amount of toxic material. Any publicity should target specific audiences or issues. Target audiences should include those types of people that may be generating MRW but that aren't using the facility as much as other groups. Once a target audience is defined (residential and/or commercial, specific gender and age groups, etc.), a variety of methods could be implemented to increase the awareness of the MRW Facility.

The County could also review the possible barriers and benefits for potential users of the MRW Facility. Some barriers could include that they do not find it convenient, they do not know the hours or location, they do not want to spend any money or do not know that it is free (for residential users), they do not want to transport just a small quantity of toxics, they do not know how to transport their waste products, or there are language barriers. The County could get a measure of the magnitude of these barriers by conducting a brief survey of people in the target audience to ask them what prevents them from using the MRW Facility. Once the barriers are assessed, the County could promote an appropriate message via a variety of methods:

- social media postings.
- tokens, coupons, or vouchers, distributed by direct mail or utility bill inserts (although already free to residential users, this could be an effective way to get some people's attention).
- posting MRW facility information at local libraries, schools, universities, city halls, county offices, transfer stations, public facilities, and locations serving other ethnic groups.
- more promotion of the MRW facility on the Snohomish County and other websites.
- radio ads.
- press releases.

The preferred strategy will depend on the target audience and the nature of the participation barriers.

Alternative E – Coordination and Collaboration with Regional Jurisdictions

Snohomish County can become more involved with regional and statewide efforts to manage HHW. County staff should meet regularly with staff from other county, city and state agencies to compare and improve HHW programs. Continuing this involvement

can provide a number of benefits in managing regional HHW.

Alternative F – Washington State University Extension Service Partnership

Snohomish County could continue the existing partnership with the WSU Extension Service to provide continuing educational services on HHW topics. The WSU Extension service will collaborate with the Solid Waste Division to develop new educational components and establish program preferences to align with Division priorities. The County has found good results in waste reduction and recycling outreach through the work of WSU Extension staff and volunteers.

Alternative G – Operations and Maintenance (O&M) Manual Update

The Division could review and update the MRW Facility's O&M manual to align with current programs and equipment standards and practices.

RECOMMENDATIONS

The following recommendations are being made for MRW programs:

- MRW1) Public education programs for household hazardous wastes will be conducted through collaboration with other agencies and groups.
- MRW2) Implement MRW oriented continuous improvement projects and report back to SWAC on implemented improvements or operational changes.
- MRW3) Explore user fees for residential customers of the MRW Facility and mobile collection events.
- MRW4) A promotional campaign will be implemented to identify and address barriers that are preventing greater usage of the MRW Facility.
- MRW5) Engage in regional and statewide coordination and collaboration efforts.
- MRW6) Continue partnership with the WSU Extension Service to provide educational services specific to the MRW facility and HHW.
- MRW7) Review and update the MRW Facility's O&M manual to align with current programs and equipment standards and practices.

Snohomish County is the lead agency for most of the above recommendations, although MRW1 and MRW5 depend on collaboration with other departments and agencies or with the private sector.

None of the recommendations require new capital investments, and the costs for most are limited to additional staff time and some expenses for outreach materials. For the schedule, most of the recommendations can and should be implemented over the next six years.

More information about the lead agencies, budget and schedule for the above recommendations are shown in the following implementation plan.

IMPLEMENTATION PLAN

Schedule and Financing for Implementation

The proposed implementation schedule and agency with the primary responsibility for each recommendation is shown in Table 4. The entities shown as having responsibility for implementation are the primary agencies responsible for this, but it should be understood that these agencies will need assistance from others (especially the municipalities and private companies such as waste collection firms).

Table 4. Six-Year Implementation Schedule							
Recommendation	Implementation Responsibility	Year of Implementation					
		2021	2022	2023	2024	2025	2026
MRW1) Public education programs for HHW will be conducted through collaboration with other agencies and groups.	County	Ongoing					
MRW2) Implement MRW oriented continuous improvement projects and report back to SWAC on implemented improvements or operational changes.	County	Ongoing					
MRW3) Explore user fees for residential customers of the MRW Facility and mobile collection events.	County		X	X			
MRW4) A promotional campaign will be implemented to identify and address barriers that are preventing greater usage of the MRW Facility.	County				X	X	
MRW5) Engage in regional and statewide coordination and collaboration efforts.	County	Ongoing					
MRW6) Continue partnership with the WSU Extension Service to provide educational services specific to the MRW facility and HHW.	County	Ongoing					
MRW7) Review and update the MRW Facility's O&M manual to align with current programs and equipment standards and practices.	County	Ongoing					

Notes: County = Snohomish County, primarily the Solid Waste Division but may include the Snohomish Health District and other County departments.

Table 5 shows the approximate budget for the activities recommended in this plan.

Because this MRW Plan is being updated during a pandemic and the timing and extent of the economic recovery are currently unknown, it is particularly difficult to project waste generation and the resultant need for additional facilities and programs. Ongoing monitoring of various developments and possible future amendments will allow this MRW Plan to continue to serve Snohomish County beyond the next six years if desired.

Monitoring Future Performance

Moderate risk waste management in Snohomish County will continue to evolve based on changes in population and other demographic factors; the local, state, and national economy; regulations; and advancements in waste handling and recycling. Snohomish County staff will continue to monitor these factors and other changes that may occur, with the intent of developing new programs or changing existing programs to meet the needs of the county's residents and businesses. Snohomish County staff will also continue to stay informed on new regulations being developed on the state and national levels. New developments will be shared and discussed with the SWAC, as appropriate. Significant changes in MRW programs will be addressed through amendments to this MRW Plan.

Snohomish County staff will also monitor the tonnages of wastes collected at the MRW Facility and through other methods (using the annual data collected by Ecology and other sources as available) as indicators of the effectiveness of collection programs. Any large increases or decreases in specific wastes or collection tonnages will be investigated if those changes cannot be easily explained by program changes or other known factors.

Future Amendments to MRW Plan

As part of the *Snohomish County Comprehensive Solid and Hazardous Waste Management Plan*, the schedule and approach for amending this MRW Plan should be the same as the Solid Waste Management Plan. This does not, however, prevent the following steps from being taken:

- This MRW Plan could be separated from the Solid Waste Management Plan in the future if this was deemed advantageous.
- This MRW Plan could be amended separately in the future if necessary. For instance, the implementation section of this plan could be amended to reflect changes in plans, funding or priorities, or changes that occur for reasons outside of the County's control.

Implicit in the development and adoption of this plan is the understanding that emergency actions may need to be taken by the County in the future for various reasons, and that these actions can be undertaken without needing to amend this plan beforehand. In this case, Snohomish County staff will endeavor to inform the SWAC and other key stakeholders as soon as feasibly possible, but not necessarily before new

Table 5. Six-Year Implementation Budget for Additional Costs (in \$1,000's)							
Recommendation	Year of Implementation						Funding Source
	2021	2022	2023	2024	2025	2026	
MRW1) Public education programs for HHW will be conducted through collaboration with other agencies and groups.	Existing costs plus small amount of additional staff for coordination with others.						Existing funding
MRW2) Implement MRW oriented continuous improvement projects and report back to SWAC on implemented improvements or operational changes.	Staff time						Existing funding
MRW3) Explore user fees for residential customers of the MRW Facility and mobile collection events.	Staff time						Existing funding
MRW4) A promotional campaign will be implemented to identify and address barriers that are preventing greater usage of the MRW Facility.				15	15		Solid waste tipping fees
MRW5) Engage in regional and statewide coordination and collaboration efforts.	Existing costs plus small amount of additional staff for coordination with others.						Existing funding
MRW6) Continue partnership with the WSU Extension Service to provide educational services specific to the MRW facility and HHW.	15	15	15	15	15	15	Solid waste tipping fees
MRW7) Review and update the MRW Facility's O&M manual to align with current programs and equipment standards and practices.	Staff time						Existing funding
Total Costs	15	15	15	30	30	15	

Notes: All figures are in thousands of dollars.

actions are implemented. If an emergency results in permanent and significant changes to the Snohomish County waste management system, an amendment to this plan will be prepared. If, however, the emergency actions are only undertaken on a temporary or short-term basis, an amendment will not be considered necessary. Any questions about what actions may be considered “temporary” or “significant” will be brought to the SWAC for their advice. If emergency actions have temporary or significant budget or service impacts, the County Council will be advised. Any future modifications to the list of materials handled by the MRW Facility and by the roundups, as well as the frequency (including cancellation altogether) and locations of the roundups, are not considered sufficiently significant to require an amendment to this MRW Plan.

REFERENCES

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SOLID WASTE FACILITY SITING

INTRODUCTION

Solid waste management plans (SWMP's) in Washington State typically have included information related to the siting of solid waste disposal facilities. Historically, this dates back to the late 1980s when there was considerable concern about the proper siting of new state-of-the-art solid waste landfills to replace old, unlined landfills and dumps. Information about a county's geography, geology, soils, slopes, seismic hazard areas, groundwater, surface water (rivers, creeks, and lakes), flooding, land use, and air emissions was previously included in a SWMP because these conditions are most relevant to siting a new landfill.

Snohomish County currently sends the county's municipal solid waste (MSW) to a privately owned and operated landfill in central Washington, and has no immediate plans to develop an MSW landfill in the county. It is equally unlikely that a private entity would wish to construct a solid waste landfill in Snohomish County, in part because there are already three very large, privately-owned regional MSW landfills in Oregon and Washington. These three landfills are in low-rainfall areas that are better suited for landfills than Snohomish County, and together provide sufficient competition such that there would be little economic motivation for either the County or a private entity to consider siting an MSW landfill within Snohomish County.

Some of the factors for siting a disposal facility would also be relevant to other types of solid waste facilities such as transfer stations, inert waste landfills, construction and demolition (C&D) waste processing facilities, recycling facilities, composting facilities, and energy from waste (EfW) facilities. Hence, this technical memo provides information about siting solid waste facilities in general.

SOLID WASTE FACILITY SITING PROCESS

New or improved technology or materials markets may motivate the proposed development of other types of solid waste facilities such as inert waste landfills, recycling or waste processing facilities, solid waste transfer stations or other facilities.

State Regulations

If the County or a private entity were to propose development of a solid waste facility, it would be evaluated using Washington state rules such as the Solid Waste Handling Standards ([Chapter 173-350 WAC](#)).

Snohomish County Regulations

Snohomish County standards such as the County Code and the *Snohomish County Comprehensive Plan*, as well as municipal, zoning, and land use codes, would apply to

solid waste facility siting. All of these other documents provide a more up-to-date source for information about siting factors and considerations (and hence are hereby incorporated by reference).

The *Snohomish County Comprehensive Plan*, most recently amended in 2016, serves as a guide to the county's future growth and development through 2025. The Comprehensive Plan includes the following five sections:

- General Policy Plan
- Future Land Use Map
- Transportation Element
- Capital Facilities Plan
- Park and Recreation Element

The Capital Facilities section of the General Policy Plan identifies solid waste facilities as an “essential public facility” and states that a process for the siting of these and other facilities will be established through the county's development regulations (see Goal CF 12 and related policies). The Capital Facilities section also contains goals and policies that commit to ensuring that an adequate number and distribution of facilities are available to encourage the proper disposal of solid and hazardous wastes (see Objective CF 4.B).

Summary of Siting Process Steps

In general, the siting process for a solid waste facility would include the following steps:

1. **Site Identification:** For a public facility, the process of identifying sites may include soliciting nominations from citizens and interested parties, identification of major landholders and City/County properties, and other activities to initially identify as many sites as practical. For a private site, the site selection process may consist primarily of an inventory of sites currently owned or available for purchase.
2. **Broad Site Screening:** This step typically involves evaluating potential sites for “fatal flaws,” such as unsuitable neighboring land use, distance from the point of waste generation, site size, steep slopes, floodplain area, wetlands, surface water or shorelines. For a public site, the goal should be to retain up to 12 sites after this step is completed. For a private facility or other cases where there may be only a few sites to begin with, only one or two sites need to survive this evaluation.
3. **Detailed Site Ranking:** After sites with fatal flaws have been eliminated, the remaining sites should be evaluated against more detailed criteria such as the availability of utilities (water, sewer, and electricity), traffic impacts and road access, and other factors affecting the ability to develop and use the site. For a public effort, no more than four sites should remain after this step is completed.
4. **Detailed Site Evaluation:** The final step in evaluating potential sites involves a detailed investigation to assess environmental impacts, in accordance with the State

Environmental Policy Act (SEPA). This includes significant public involvement to ensure that stakeholders and citizens have sufficient input to the process. This step should result in the recommendation of a preferred site.

5. **Siting Decision:** Finally, the decision to proceed with a recommended site should be based on environmental, engineering, financial and political factors, and then more detailed plans can be developed and the permitting process can begin.

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WASTE QUANTITIES AND COMPOSITION

SUMMARY

This appendix provides information on waste disposal amounts, waste generation rates (current and projected), waste composition, and recovery rates for recycled materials. This data is used in the *Snohomish County Comprehensive Solid and Hazardous Waste Management Plan* (the “Plan”) to assess the need for new programs or determining the impact of a proposed new program.

INTRODUCTION

The data in this appendix is organized chronologically:

- past disposal amounts
- current data on recycling levels, waste composition and recovery rates
- projected future amounts of garbage and recycling

Data provided in this appendix is used throughout this Plan, but primarily to assess the potential impact of new or expanded programs.

PAST DISPOSAL QUANTITIES

Historical Disposal Amounts

The amounts of wastes disposed in the past 22 years in Snohomish County are shown in Table 1. The waste tonnage figures shown are only for municipal solid waste (MSW) brought to County facilities and does not include wastes brought to other facilities or recycling tonnages.

Population and Waste Disposal Rates

Current and future population levels are an important factor to consider for solid waste management plans. People create solid waste and in general, the more people there are (now and in the future), the more waste is created. The amount of waste disposed is also influenced by employment levels, other economic factors and recycling rates. Hence, Snohomish County population data is also shown in Table 1, and this data is used to calculate a waste disposal rate. This rate should not be confused with a waste generation rate (which is addressed later in this appendix). The waste generation rate is actually a better measure of the amount of waste produced, since it takes into account all of the wastes produced (regardless of whether the waste materials are

Table 1. Historical Waste Disposal Amounts			
Year	Waste Disposed, TPY	Population	Waste Disposal Rate, tpy/person
1998	397,461	576,165	0.69
1999	419,741	591,590	0.71
2000	434,754	606,024	0.72
2001	438,529	617,860	0.71
2002	440,007	629,290	0.70
2003	422,852	639,940	0.66
2004	443,964	648,780	0.68
2005	462,955	661,350	0.70
2006	507,122	676,130	0.75
2007	518,820	689,310	0.75
2008	456,744	699,330	0.65
2009	419,129	705,890	0.59
2010	403,585	713,340	0.57
2011	395,379	717,000	0.55
2012	394,631	722,900	0.55
2013	411,770	730,500	0.56
2014	430,128	741,000	0.58
2015	452,771	757,600	0.60
2016	484,912	772,860	0.63
2017	509,209	789,400	0.65
2018	526,344	805,120	0.65
2019	528,761	818,700	0.65
2020	560,525	841,998	0.67

Sources: Waste tonnage data is from Snohomish County records, and includes only the outbound wastes handled and processed by county facilities. Population data is from the Office of Financial Management (OFM 2019).
Waste disposal rates are expressed in terms of tons per year (tpy) per person.

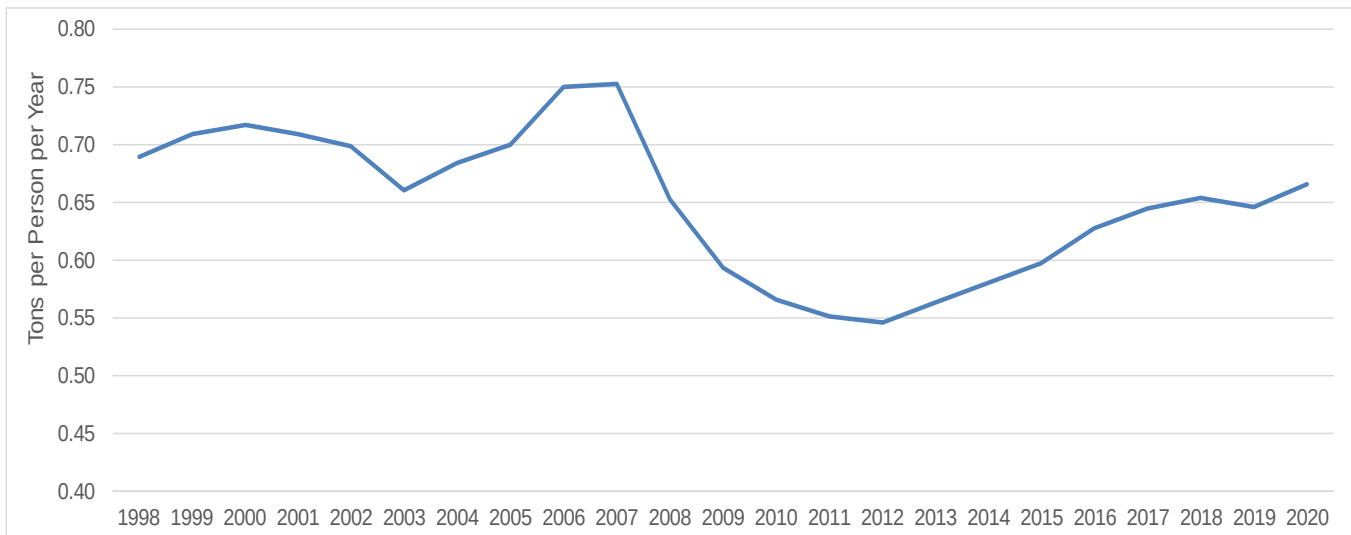
recycled or disposed). Figure 1 shows how the per capita disposal rate (in terms of tons of waste per person per year) has changed in the past 23 years through the county system.

CURRENT RECYCLING AND DISPOSAL DATA

Current Recovery Rate

The Washington Department of Ecology (Ecology) gathers data annually on the amounts of materials recycled and disposed in Washington State. This analysis begins with annual reports on recycled and disposed quantities submitted by a wide variety of private companies, government agencies, non-profit organizations and others. The annual reports are mandatory for companies and agencies engaged in activities

Figure 1
Historical Per Capita Disposal Rates



Source: Based on the waste disposal rates shown in Table 1.

that require a solid waste permit, but there are many waste diversion activities that do not require permits and so reporting in many cases is voluntary. Hence, the level of cooperation and accuracy of reporting can vary significantly from year to year.

Much of the focus on data collection by Ecology in the past targeted the calculation of a “recycling rate,” or in other words the percentage of municipal solid wastes (MSW) that were diverted to recycling and composting programs and facilities. In this plan, MSW is the term generally used for solid wastes handled by the County’s system of transfer stations and disposal. Non-MSW wastes include other wastes handled outside of that system, such as contaminated soils sent directly to a landfill. Beginning with the 2017 data, Ecology shifted their focus to the determination of a “recovery rate” and increased the types of materials counted towards the recycling rate or recovery rate. The recovery rate is a broader term that includes both materials diverted to other uses that are not defined as recycling, such as wood burned for energy, and non-MSW wastes.

Data for the past three years from Ecology’s annual recycling survey is shown in Table 2. Data for the year 2017 is the most recent data available at this time. A three-year average is shown to avoid some of the fluctuations that may be caused by non-reporting issues, and to show the trends that might exist for some of the materials. The data shown in Table 2 reflects the increased types of materials counted towards the recycling rate for 2017, and data for 2015 and 2016 has been reconfigured to be consistent with Ecology’s new approach. This new approach is the primary reason for the increase in Snohomish County’s recycling rate, which has gone from 48.8% in 2009 to 63.9% in 2017. Most of this increase is due to construction and demolition (C&D) materials, which previously were not counted in the recycling rate. As shown in Table 2, the

Table 2. Recycled and Composted Quantities by Material

Material	Annual Tons			Three-Year Average
	2015	2016	2017	
Construction and Demo. (C&D) Mtl.				
Asphalt and Concrete	296,634	268,270	323,197	296,034
Gypsum	434	2,259	9,287	3,993
Land Clearing Debris	59,619	42,567	28,277	43,488
Roofing Materials	3,418	320	0	1,246
Wood	42,977	28,037	27,100	32,705
Other C&D	62,143	70,105	106,023	79,424
Glass				
Glass (Containers)	13,194	14,357	14,020	13,857
Metals				
Aluminum Cans	885	756	757	799
Appliances/White Goods	140	4,122	3,649	2,637
Other Ferrous	123,477	103,946	141,232	122,885
Other Non-Ferrous	19,561	11,254	20,444	17,086
Steel (Tin) Cans	1,067	1,181	968	1,072
Moderate Risk Wastes				
Antifreeze	334	265	204	268
Batteries, Auto Lead Acid	778	912	864	852
Batteries (all other)	96	108	30	78
Electronics	3,971	5,468	4,762	4,734
Light Bulbs	105	201	99	135
Oil Filters	108	202	179	163
Used Oil	5,820	6,305	6,258	6,128
Organics				
Agricultural Organics	1,000	2,000	2,000	1,667
Meats, Fats, and Oils	16,990	2,390	1,945	7,108
Food and Yard Debris, Mixed	73,791	65,457	74,413	71,220
Yard Debris	33,540	49,212	53,141	45,298
Other Food Waste	55,381	12,310	16,842	28,178
Other Organics	10,890	18,731	12,641	14,087
Paper				
Cardboard	40,162	49,512	33,151	40,942
High Grade	3,260	3,632	5,657	4,183
Mixed Paper	16,178	26,487	25,226	22,630
Newspaper	23,137	18,856	15,927	19,307
Plastic				
HDPE	993	1,255	966	1,071
LDPE	408	1,479	409	765
PET	1,196	1,459	1,195	1,283
Other Plastics	416	750	844	670
Other				
Textiles	2,978	3,348	3,441	3,256
Tires	3,721	2,765	3,691	3,392
Miscellaneous	91	44	45	60
Total Recycled Materials	918,894	820,322	938,883	892,700

Note: All data is from the annual recycling survey conducted by Ecology (Ecology 2020).

amount of C&D materials measured by Ecology in 2017 was 493,884 tons, which is over half (52.6%) of the total amount of materials classified as recyclable by Ecology for that year.

Additional materials tracked by Ecology's annual survey are shown in Table 3. This table shows materials that are not counted as recycling because the materials are used for energy production. This includes materials processed by anaerobic digestion, which Ecology began tracking in 2017.

Table 3 also shows the materials monitored for reuse. The figures for reuse should be viewed with caution as there are many more tons of a wide variety of materials that are being managed through reuse than are tracked by the Ecology survey. The reuse figures shown in Table 3 represent only a small fraction of the types and amounts of materials being handled through food banks, charities, building material operations, garage sales and online services such as Craigslist, eBay, and many others. In addition, Ecology only recently began tracking these materials.

Table 3. Recovered and Reused Material				
Material	Annual Tons			Three-Year Average
	2015	2016	2017	
Recovered Materials				
Food Waste Anaerobically Digested	0	0	1,313	438
Other Organics Anaerobically Digested	0	0	4,229	1,410
Used Oil Burned for Energy	566	1,413	0	660
Tires Burned for Energy	57	480	160	232
Wood Waste Burned for Energy	<u>9,484</u>	<u>3,917</u>	<u>12,258</u>	<u>8,553</u>
Total Additional Recovery	10,106	5,811	17,959	11,292
Reused Materials				
Clothing and Household Items	819	3,705	2,856	2,460
Construction and Demolition Mtl.	112	118	26	85
Food	0	358	0	119
Tires	619	457	255	444
Wood	<u>79</u>	<u>17</u>	<u>0</u>	<u>32</u>
Total Reuse	1,628	4,832	3,137	3,199

Note: All data is from the annual recycling survey conducted by Ecology (Ecology 2020).

Composition of Waste Disposed

Composition data is useful for designing solid waste handling and disposal programs. A waste composition study was conducted for Snohomish County in 2008 and 2009 (Snohomish County 2009). This study divided the waste stream into five categories based on source of waste (see below) and into 81 categories of materials. A summary of the results of this study is shown in Table 4.

Table 4. Solid Waste Composition in Snohomish County						
Type of Material	Annual Average by Waste Generator, % by Weight					Total Waste Stream
	Single-Family	Multi-Family	Res. Self-Haul	Non-Res. Self-Haul	General Non-Res.	
Recyclable Paper	10.4	18.9	9.7	3.1	11.7	11.3
Compostable Paper	5.7	4.2	1.1	0.1	7.7	4.9
Other Paper	2.2	1.2	1.5	1.3	3.2	2.2
Plastic Bottles	1.7	2.5	1.0	0.2	1.4	1.4
Plastic Bags, Film	6.0	4.7	1.9	1.3	7.0	5.0
Other Plastics	5.1	4.4	6.3	3.7	10.5	7.0
Metals	7.0	5.2	11.8	4.9	6.0	7.2
Recyclable Glass	2.1	4.9	2.9	0.2	1.9	2.4
Other Glass	0.4	1.1	2.5	3.3	0.8	1.2
Food Waste	26.2	17.7	5.5	0.6	13.1	14.6
Yard Debris	2.2	3.6	1.5	2.3	2.3	2.3
Disposable Diapers	5.7	4.5	1.4	0	0.6	2.5
Textiles	3.8	4.2	2.9	0.3	5.0	3.8
Furniture	0.8	1.3	6.6	8.0	0.4	2.4
Wood Waste	1.2	6.8	26.0	29.8	15.3	13.8
Const./Demolition	0.6	1.2	7.8	30.1	3.7	5.4
Animal Excrement	7.2	2.8	2.3	0	0.3	2.7
Other Special Wastes	0.9	2.2	1.9	0.2	1.0	1.2
Other Materials	10.9	8.6	5.5	10.7	8.1	8.6
Totals	100.0	100.0	100.0	100.0	100.0	100.0
Recyclable Materials Subtotal	33.1	44.0	31.6	12.2	35.3	33.4

Source: From Table E-2 of the "Snohomish County Waste Composition Study" (Snohomish County 2009).

Notes: All figures are percentages by weight.

The recyclable materials subtotal includes recyclable paper, plastic bottles, plastic film and bags, metals, glass bottles, yard debris and textiles.

This study was conducted at the County's three main transfer stations (ARTS, SWRTS and NCRTS). Construction and demolition (C&D) wastes and other special wastes are included in the results only to the extent that these materials were disposed at the County facilities (in other words, the study does not include wastes disposed at C&D or inert landfills). Recycled and diverted materials are not included in these figures since the study only sampled wastes brought to the three main transfer stations for disposal purposes.

The specific types of generators examined by the waste composition study included:

- **Single-Family:** waste collected by garbage haulers from single-family homes.
- **Multi-Family:** waste collected by garbage haulers from apartment buildings.
- **Residential Self-Haul:** waste brought in by the homeowners and renters who generated it, typically using a car or pickup truck.

- **Non-Residential Self-Haul:** waste from businesses and institutions (government offices, churches, schools, etc.) which was brought to the disposal facility by an employee of that business or institution. A substantial amount of this waste stream consisted of loads of construction and demolition wastes.
- **General Non-Residential:** waste from all types of non-residential sources (commercial, industrial, or institutional) which was delivered by someone other than an employee (such as a garbage hauling company or municipality).

The composition of the waste stream can be expected to change in the future due to changes in consumption patterns, packaging methods, disposal habits, and other factors. These changes are very difficult to predict in the long term.

Waste Generation Rates

The information shown in Tables 2 and 3 can be combined with waste disposal data to calculate a recycling rate and a recovery rate for Snohomish County. The recovery rate, as indicated previously in this document, is a broader term that includes materials that are burned for energy and also includes non-MSW wastes in the calculation. The figures used for the calculation of the recycling and recovery rates are shown in Table 5.

Table 5. Waste Generation Rates				
Material	Annual Tons			Three-Year Average
	2015	2016	2017	
Recycled/Diverted Amounts;				
Recycled	918,894	820,322	938,883	892,700
Other Recovery and Reuse	<u>11,734</u>	<u>10,643</u>	<u>21,096</u>	<u>14,491</u>
Total Recovery	930,628	830,965	959,979	907,191
Solid Waste Amounts;				
MSW, at County Facilities	452,771	484,912	509,209	482,297
MSW sent to Other Facilities	<u>31,454</u>	<u>24,683</u>	<u>22,322</u>	<u>26,153</u>
MSW Subtotal	484,225	509,595	531,531	508,450
Other Solid Wastes	<u>807,981</u>	<u>407,691</u>	<u>291,221</u>	<u>502,298</u>
All Solid Wastes	1,292,207	917,286	822,752	1,010,748
Recycling and Recovery Rate;				
Recycling Rate (Recycled and MSW only)	65.6%	61.7%	63.9%	63.7%
Recovery Rate (Total Recovery and All Solid Wastes)	42.0%	47.6%	53.8%	47.8%
Population	757,600	772,860	789,400	
Waste Generation Rate, tons per year per person				
MSW (MSW and Recycled Amounts)	1.86	1.72	1.86	1.81
All Wastes (All Wastes and Total Recovery)	2.94	2.26	2.26	2.49

Notes: Figures for MSW handled at County facilities are from Snohomish County records (see Table 1), all other tonnage figures are from Ecology's records.

The bottom row of Table 5 shows the waste generation rates based on MSW only and also for all types of wastes recovered and disposed.

In Snohomish County's case, the recovery rate is substantially lower than the recycling rate because there are significant amounts of non-MSW wastes generated in the county, but relatively low amounts of recovered and reused materials being reported. As can be seen in Table 5, the amounts of non-MSW wastes being disposed varied from 807,981 tons in 2015 to 291,221 tons in 2017. The majority of the non-MSW wastes were soils (contaminated and uncontaminated), and in 2015 there were also 441,511 tons of various types of construction and demolition debris reported as being disposed.

PROJECTED FUTURE WASTE QUANTITIES

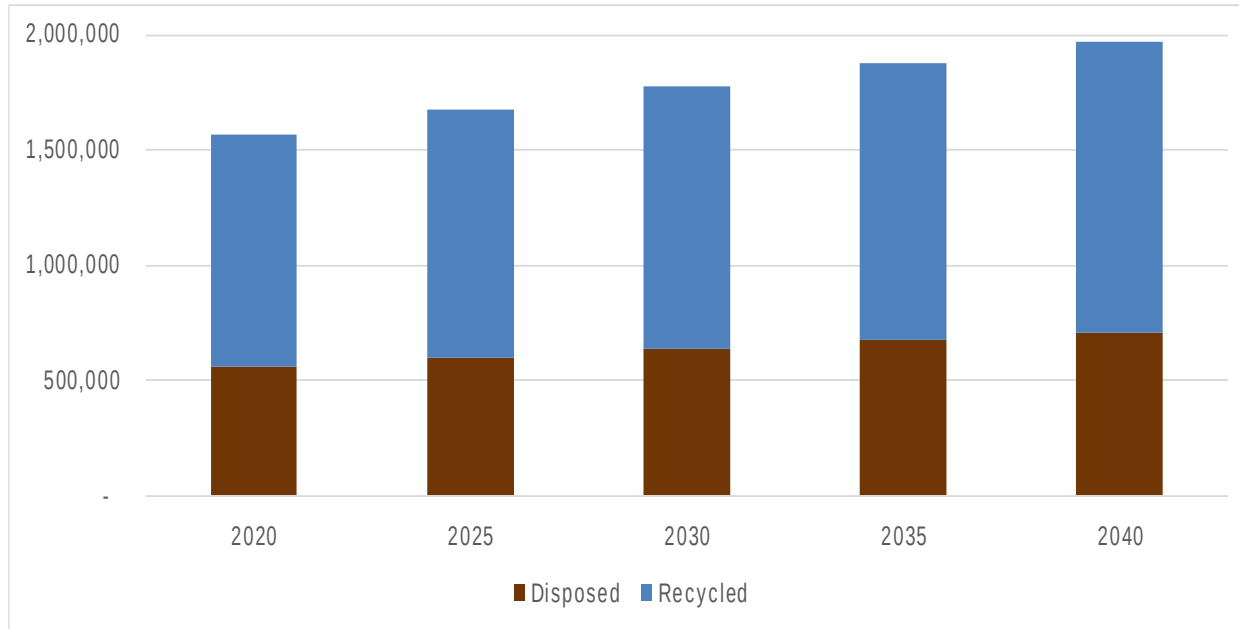
Projecting future amounts of solid waste is a necessary part of planning for proper solid waste management. Projections for the future amounts of solid waste are an important starting point for ensuring that there will be adequate collection, transfer and disposal capacity for that waste, and also provides the basis for designing recycling and other waste diversion programs.

An uncertainty regarding future waste projections is the question about the "other solid wastes" that are not currently handled as part of the County system. Data from Ecology (see Table 5) shows highly variable amounts of this waste in the most recent three years for which data is currently available (2015-2017), with the three-year average (502,298 tons) almost equaling the amount of waste handled through the County system (508,450 tons). Much of the recent wastes that have fallen into the category of "other solid wastes" are contaminated and uncontaminated soils or other materials over which the County has little control and little opportunity for recycling or other waste diversion options. Furthermore, these wastes are not being handled as part of the County system, and so have no bearing on system capacity issues. Hence, the following analysis examines only the MSW types of wastes (MSW and those materials that count towards the recycling rate).

Table 6. Projected Solid Waste and Recycling Quantities for Snohomish County					
	2020	2025	2030	2035	2040
Population	841,998	899,527	955,910	1,009,774	1,058,113
At 2017 Rates					
Recycled Amount, at 64% MSW, disposed amount	1,002,314 <u>563,802</u>	1,070,797 <u>602,323</u>	1,137,915 <u>640,077</u>	1,202,035 <u>676,145</u>	1,259,578 <u>708,512</u>
Waste Generated, at 1.86 tpy/person	1,566,116	1,673,120	1,777,993	1,878,180	1,968,090

Table 6 shows projected waste quantities using the same waste generation rate as in 2017 (1.86 tons per person per year) and the same recycling rate (64%). In other words, the increasing amounts of waste and recycling shown in Table 6 are based solely on increasing population. Figure 2 also shows this information graphically.

Figure 2
Projected Recycling and Waste Quantities



Source: Based on figures shown in Table 6.

REFERENCES

Ecology 2020. Data from the Annual Recycling Survey, Washington Department of Ecology, email from Dan Weston to Rick Hlavka, January 22, 2020.

OFM 2019. *Projections of the Total Resident Population for Growth Management, 2017 GMA Projections*, Medium Series, Office of Financial Management, January 2019.

Snohomish County 2009. *Snohomish County Waste Composition Study*. Prepared by Green Solutions, April 2009.

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DRAFT

COST ASSESSMENT QUESTIONNAIRE

SNOHOMISH COUNTY COMPREHENSIVE SOLID AND HAZARDOUS WASTE MANAGEMENT PLAN

General Information

Plan prepared for the County of Snohomish

Prepared by Green Solutions

Contact telephone 360-897-9533

Contact email rick@green-solutions.biz

Date May 1, 2021

Years

Throughout this document:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
2021	2022	2023	2024	2025	2026

Each year shall refer to:

✓ Calendar year January 1 – December 31

1. Demographics

1.1. Population

1.1.1. Provide the total population of your County (excluding cities choosing to develop their own SWMP) for the base year and each of the following five years.

2021	2022	2023	2024	2025	2026
853,504	865,010	876,515	888,021	899,527	911,033

1.2. References and Assumptions

For Section 1.1.1, population projections are based on OFM data, medium-growth series, 2017 GMA projections.

2. Waste Stream Generation

Provide the information below related to solid waste and recycling.

2.1. Tonnage of Solid Waste Disposed

2.1.1. Provide the total tonnage of solid waste disposed of in the base year and each of the following five years.

2021	2022	2023	2024	2025	2026
571,506	579,210	586,915	594,619	602,323	610,028

2.2. Tonnage of Recyclable Materials with a Market

2.2.1. Provide the tonnage of recyclable materials recycled in the base year and each of the following five years.

2021	2022	2023	2024	2025	2026
1,016,011	1,029,707	1,043,404	1,057,100	1,070,797	1,089,493

2.3. Tonnage of Recyclable Materials without a Market

2.3.1. Provide the tonnage of recyclable materials disposed of in the base year and each of the following five years.

2021	2022	2023	2024	2025	2026
0	0	0	0	0	0

2.4. References and Assumptions

For Sections 2.1.1 and 2.2.1, waste and recycling projections are based on population and the current (2017) per capita disposal and recycling rates (0.667 and 1.19 tons per person per year, respectively, see Tables 5 and 6 in Appendix D). For Sections 2.2.1 and 2.3.1, it is assumed that markets will improve by 2021 and subsequent years, and collection programs will be adjusted to avoid non-recyclable materials.

3. Collection Programs

3.1. Regulated Solid Waste Collection Programs

Provide information for each UTC-regulated solid waste collection company operating in your jurisdiction for the base year and each of the following five years.

UTC-Regulated Hauler Name
G-Certificate #Republic Services, Inc.
G-12

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	30,452	30,854	31,262	31,674	32,092	32,516
Tonnage collected	19,482	19,739	20,000	20,264	20,532	20,803
Commercial						
# of customers	2,208	2,237	2,267	2,297	2,327	2,358
Tonnage collected	34,762	35,221	35,686	36,157	36,634	37,118

UTC-Regulated Hauler Name
G-Certificate #Rubatino Refuse Removal, Inc.
G-58

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	20,611	20,883	21,158	21,438	21,721	22,007
Tonnage collected	19,279	19,534	19,791	20,053	20,317	20,586
Commercial						
# of customers	2,465	2,497	2,530	2,564	2,598	2,632
Tonnage collected	53,521	54,228	54,944	55,669	56,404	57,148

UTC-Regulated Hauler Name
G-Certificate #Sound Disposal, Inc.
G-82

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	1,689	1,711	1,734	1,756	1,780	1,803
Tonnage collected	3,325	3,369	3,413	3,458	3,504	3,550
Commercial						
# of customers	275	279	282	286	290	294
Tonnage collected	NA*					

NA = Not Available, commercial waste tonnages for Sound Disposal, Inc. are included with residential tonnage figures.

UTC-Regulated Hauler Name
G-Certificate #Waste Management Northwest
G-237

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	145,328	147,246	149,190	151,159	153,155	155,176
Tonnage collected	80,141	81,198	82,270	83,356	84,456	85,571
Commercial						
# of customers	8,768	8,884	9,001	9,120	9,240	9,362
Tonnage collected	138,815	140,648	142,504	144,385	146,291	148,222

3.2. Cost & Funding for Solid Waste Programs

Provide information for solid waste programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Implemented			
Program	Cost	Funding	Page #
NA			
Proposed			
Program	Cost	Funding	Page #
Upgrade the Dubuque Road Drop Box facility	Unknown	Unknown	Pages 8 and 9 of the Transfer Tech Memo

3.3. References and Assumptions

For Section 3.1, the number of customers and tonnages collected are based on current figures (2019) and then projected based on population growth (1.32% annually).

For Section 3.2, it is understood that the information requested here is intended to be for countywide programs such as special taxes or fees, and not for basic services such as the cost of waste collection services or for existing activities. There are no implemented or proposed programs like that. The only applicable proposed activity that might result in additional costs for the solid waste collection system is the possible expansion of the Dubuque Road Drop Box. The plans for that site have not been finalized yet and so the costs of that upgrade are unknown at this time, but it is likely that all or part of that expense can be taken from reserve funds and thus may not immediately result in increased tipping fees.

4. Waste Reduction (Recycling and Organics)

4.1. Recycling

4.1.1. Regulated Recycling Collection Programs: Provide information for each UTC-regulated recycling company for the base year and each of the following five years.

UTC-Regulated Hauler Name		Republic Services, Inc.					
G-Certificate #		G-12					
	2021	2022	2023	2024	2025	2026	
Residential							
# of customers	30,452	30,854	31,262	31,674	32,092	32,516	
Tonnage collected	8,868	8,985	9,103	9,223	9,345	9,468	
Commercial							
# of customers	1,368	1,386	1,405	1,423	1,442	1,461	
Tonnage collected	8,279	8,389	8,499	8,612	8,725	8,840	
UTC-Regulated Hauler Name		Rubatino Refuse Removal, Inc.					
G-Certificate #		G-58					
	2021	2022	2023	2024	2025	2026	
Residential							
# of customers	20,611	20,883	21,158	21,438	21,721	22,007	
Tonnage collected	5,207	5,276	5,345	5,416	5,487	5,560	
Commercial							
# of customers	1,433	1,452	1,471	1,491	1,510	1,530	
Tonnage collected	1,423	1,442	1,461	1,480	1,499	1,519	
UTC-Regulated Hauler Name		Sound Disposal, Inc.					
G-Certificate #		G-82					
	2021	2022	2023	2024	2025	2026	
Residential							
# of customers	1,689	1,711	1,734	1,756	1,780	1,803	
Tonnage collected	1,014	1,028	1,041	1,055	1,069	1,083	
Commercial							
# of customers	260	263	267	270	274	277	
Tonnage collected	88	89	91	92	93	94	

UTC-Regulated Hauler Name
G-Certificate #Waste Management Northwest
G-237

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	145,328	147,246	149,190	151,159	153,155	155,176
Tonnage collected	34,188	34,639	35,097	35,560	36,029	36,505
Commercial						
# of customers	4,944	5,009	5,075	5,142	5,210	5,279
Tonnage collected	19,498	19,755	20,016	20,280	20,548	20,819

4.1.2. Recyclable Materials: Provide a list of recyclable materials to be collected in accordance with the SWMP. For each item, indicate if there is an active market and if the revenues exceed the cost of processing.

Recyclable Material	Active Market	Revenues > Processing Costs
Cardboard	☒ Yes ☐ No	☒ Yes ☐ No
Newspaper	☒ Yes ☐ No	☐ Yes ☒ No
Other Paper	☒ Yes ☐ No	☐ Yes ☒ No
Aluminum Cans	☒ Yes ☐ No	☒ Yes ☐ No
Tin Cans	☒ Yes ☐ No	☒ Yes ☐ No
Glass	☒ Yes ☐ No	☐ Yes ☒ No
Plastic Bottles	☒ Yes ☐ No	☒ Yes ☐ No
Yard Debris	☒ Yes ☐ No	☒ Yes ☐ No
Food Wastes	☒ Yes ☐ No	☒ Yes ☐ No

4.1.3. Costs & Funding for Recycling

Provide information for recycling programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Implemented			
Program	Cost	Funding	Page #
Curbside and Drop-Off	Not available	Service charges	Pages 6 to 11 of the Recycling Tech Memo

Proposed			
Program	Cost	Funding	Page #
Implement expanded education program	Unknown	Unknown	Pages 17 and 19 of the Recycling Tech Memo

4.2. Other Waste Reduction Programs (Organics, such as Yard Waste and Food Waste)

4.2.1. Regulated Organics Collection Programs: Provide information for each UTC-regulated company collecting organics operating in your jurisdiction for the base year and each of the following five years.

UTC-Regulated Hauler Name		Republic Services, Inc.				
G-Certificate #		G-12				
	2021	2022	2023	2024	2025	2026
Residential						
# of customers	19,553	19,811	20,073	20,338	20,606	20,878
Tonnage collected	13,558	13,737	13,918	14,102	14,288	14,477
Commercial						
# of customers	187	189	192	194	197	199
Tonnage collected	142	144	145	147	149	151
UTC-Regulated Hauler Name		Rubatino Refuse Removal, Inc.				
G-Certificate #		G-58				
	2021	2022	2023	2024	2025	2026
Residential						
# of customers	12,050	12,209	12,370	12,533	12,699	12,866
Tonnage collected	8,019	8,124	8,232	8,340	8,450	8,562
Commercial						
# of customers	31	31	32	32	32	33
Tonnage collected	1,966	1,992	2,018	2,045	2,072	2,099

UTC-Regulated Hauler Name
G-Certificate #Sound Disposal, Inc.
G-82

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	1,398	1,417	1,435	1,454	1,473	1,493
Tonnage collected	801	811	822	833	844	855
Commercial						
# of customers	33	33	34	34	35	35
Tonnage collected	54	55	56	57	57	58

UTC-Regulated Hauler Name
G-Certificate #Waste Management Northwest
G-237

	2021	2022	2023	2024	2025	2026
Residential						
# of customers	75,345	76,340	77,348	78,369	79,403	80,451
Tonnage collected	50,131	50,792	51,463	52,142	52,830	53,528
Commercial						
# of customers	2,398	2,430	2,462	2,494	2,527	2,561
Tonnage collected	306	310	314	318	322	327

4.2.2. Costs & Funding for Organics Collection Programs

Provide information for programs for collecting organics that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Implemented			
Program	Cost	Funding	Page #
Curbside and Drop-Off	Not available	Service charges	Pages 4 to 11 of the Organics Tech Memo

Proposed			
Program	Cost	Funding	Page #
NA			

4.3. References and Assumptions

For Sections 4.1.1 and 4.2.1, the number of customers and tonnages collected are based on current figures (2019) and then projected based on population growth.

For Section 4.1.2, the materials listed are the designated recyclable materials for residential curbside programs in Snohomish County (see Table 5 in the Recycling Tech Memo). The processing costs for these materials (except yard debris and food waste) is assumed to average \$60 to \$70/ton, and the revenues for each type of material are based on typical values published by RecyclingMarkets.net in early 2020.

For Sections 4.1.3 and 4.2.2, it is understood that the information requested here is intended to be for countywide programs and not for basic services such as the cost of collection services.

5. Disposal

5.1. Energy Recovery & Incineration (ER&I) Disposal Programs

Not applicable, the only significant ER&I facility in Snohomish County is a privately-operated co-generation plant (Hampton Lumber Mill). No new ER&I facilities are proposed.

5.2. Land Disposal Program

The only landfills operating in Snohomish County are a few small private inert waste landfills. See pages 2 to 3 of the Disposal Tech Memo for more details.

6. Administration Program

6.1. Costs & Funding for Administration Programs

Provide information for administration programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Implemented			
Program	Cost	Funding	Page #
County administration and planning	\$5,916,445	Ecology grants, tipping fees	Page 4 of the Admn. and Reg. Tech Memo
Proposed			
Program	Cost	Funding	Page #
NA			

6.2. References and Assumptions

The figure shown for the implemented cost in Section 6.1 is the sum of administration and planning costs for 2020, see the Administration and Regulation Tech Memo for more information.

7. Other Programs

7.1. Programs

For each program in effect or planned that does not readily fall into one of the previously described categories please fill in the following table.

Program	MRW Facility			
Page #	Appendix B			
Owner/Operator	Snohomish County			
UTC Regulations	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No	
Anticipated Costs	\$1,300,000/year			

7.1.1. UTC Regulation Involvement

If UTC regulation is involved, please explain the extent of involvement.

NA

7.2. Costs & Assumptions of Other Programs

Provide information for other programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Implemented			
Program	Cost	Funding	Page #
NA			
Proposed			
Program	Cost	Funding	Page #
NA			

7.3. References and Assumptions

NA

8. Funding Mechanisms

This section relates specifically to the funding mechanisms currently in use and the ones that will be implemented to incorporate the recommended programs in the draft plan. Because the way a program is funded directly relates to the costs a resident or commercial customer will have to pay, this section is crucial to the cost assessment process.

8.1. Facility Inventory

Facility Name	Type of Facility	Tip Fee per Ton (2021)	Transfer Cost	Location	Final Disposal Location	Total Tons Disposed (2020) ³	Total Revenue Generated (2020) ³
Airport Road Transfer Station	Transfer station	\$105/ton plus tax	See Note 1	Everett	Roosevelt Regional Landfill	266,020	\$26,873,132
Cathcart Way Transfer Station	Transfer station	\$105/ton plus tax		Snohomish	Roosevelt Regional Landfill	3,261	\$42,587
Dubuque Road Drop Box	Drop Box	\$20/cubic yard		Snohomish	Roosevelt Regional Landfill	7,090	\$805,089
Granite Falls Drop Box	Drop Box	\$20/cubic yard		Granite Falls	Roosevelt Regional Landfill	2,105	\$237,568
Intermodal Facility	Intermodal	NA		Everett	Roosevelt Regional Landfill	79,858	\$5,190,768
North County Transfer Station	Transfer station	\$105/ton plus tax		Arlington	Roosevelt Regional Landfill	121,772	\$13,027,257
Southwest Transfer Station	Transfer station	\$105/ton plus tax		Mountlake Terrace	Roosevelt Regional Landfill	157,519	\$16,478,499
Sultan Drop Box	Drop Box	\$20/cubic yard		Sultan	Roosevelt Regional Landfill	5,944	\$650,915
MRW Facility	MRW facility	\$0	\$1,268,518 ²	Everett	Varies	1,215	\$214,723

- Notes:
1. The total operating costs for all transfer stations and drop boxes was \$20,693,353 in 2020. Table 1 in the Administration and Regulation Tech Memo provides more details about the Snohomish County budget.
 2. The figure shown for Transfer Cost for the MRW Facility is the total operating costs for 2020.
 3. The total tons and revenues shown for the transfer stations and drop boxes include MSW, yard debris and clean wood.

8.2. Tip Fee Component

Tip Fee by Facility	Base Rate	Surcharge	Refuse Tax	B&O Tax	City Tax
All Transfer Stations	\$105.00/ton	\$0	\$4.00/ton	\$0	\$0
All Drop Boxes	\$19.30/cubic yard	\$0	\$0.70/cubic yard	\$0	\$0

8.3. Tip Fee Forecast

Tip Fee per Ton by Facility	2022	2023	2024	2025	2026	2027
All Transfer Stations	\$109/ton	\$109/ton	\$109/ton	\$109/ton	\$109/ton	\$109/ton
All Drop Boxes	\$20/cubic yard	\$20/cubic yard	\$20/cubic yard	\$20/cubic yard	\$20/cubic yard	\$20/cubic yard

Notes: Tipping fees have remained the same since 2006, but may change in the future due to inflation, large capital expenses or for other reasons.



Snohomish County

Public Works

Transportation and Environmental Services

3000 Rockefeller Ave., M/S 607

Everett, WA 98201-4046

(425) 388-3488

www.snoco.org

STATE ENVIRONMENTAL POLICY ACT

DETERMINATION OF NONSIGNIFICANCE (DNS)

Lead Agency: Snohomish County Public Works

Dave Somers
County Executive

Agency Contact:

Michael Smith, Project Specialist IV, Solid Waste Division

3000 Rockefeller Ave M/S 607, Everett, WA 98201-4046

Email: michael.smith@snoco.org

Telephone: (425) 388-7519

Agency File Number: RR8023

Project Name: Comprehensive Solid and Hazardous Waste Management Plan – 2021

Description of Proposal:

Snohomish County Public Works - Solid Waste Division currently operates three transfer stations and three drop box sites. A fourth transfer station (Cathcart) is utilized when one of the other stations is temporarily closed for maintenance or repair. The transfer stations are in the more urbanized areas of the County and provide service to the greatest number of residents, while the drop boxes are distributed throughout the more rural areas of the County. The waste collected at the transfer stations and drop box sites is compacted and trucked to an intermodal facility in Everett, from which it is shipped by rail to the Roosevelt Regional Landfill in Klickitat County. The Division also operates the Moderate Risk Waste (MRW) collection facility which offers free disposal of household hazardous wastes from Snohomish County residents. For a fee, it also accepts hazardous waste from commercial businesses that generate small quantities of hazardous waste.

To ensure that solid waste is collected, handled, recycled, and disposed of in an environmentally sound manner that protects public health, Washington State regulations require the county to have an approved comprehensive solid waste management plan. The proposed *Comprehensive Solid and Hazardous Waste Management Plan – 2021* updates the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan. The Plan describes the management of all aspects of solid waste generated by residents and businesses in the county and will be adopted as both a Six-Year and Twenty-Year plan with goals and recommendations for solid waste management within Snohomish County.

The vision for this update of the Plan is to shift to a more sustainable future, where people are generating less waste and are handling the wastes that they do generate in an environmentally and sustainably sound manner emphasizing the concepts of reduce and reuse as opposed to focusing on recycling. This vision is the underlying concept for the two major goals of the Plan: 1) Support actions to reduce climate change and promote sustainability, and 2) Ensure efficient services for a growing and changing customer base. The goals are in turn reflected in the policies that are used in the Plan to consider additional programs and recommendations for enhancements to the solid waste system.

The Plan consists of background information and a summary of the recommendations, and a series of technical memorandums and appendices that address specific topics in detail, such as:

- Climate Change
- Energy from Waste
- Waste Prevention
- Recycling
- Organics
- Waste Collection
- Waste Transfer
- Waste Disposal
- Outreach and Education
- Administration and Regulation
- Moderate Risk Waste (MRW)

Chapter 70A.205 RCW requires the Plan to project the anticipated cost of solid waste construction and capital acquisition programs for a six-year period. The Division's capital programs are focused primarily on facility repair and maintenance projects and the purchase of a few additional pieces of equipment. Significant anticipated capital acquisitions and improvements for the next 6 years include:

- Sisco Landfill Closure
- Scale Automation Software Upgrade
- Drop Box Improvements
- North County Recycling and Transfer Station (NCRTS) Compactor Replacement
- Supervisory Control and Data Acquisition (SCADA) Modernization
- Airport Road Recycling and Transfer Station (ARTS) Scale Replacement
- Southwest Recycling and Transfer Station (SWRTS) Pavement Resurfacing

Solid waste management in Snohomish County will continue to evolve based on changes in population, demographics, the local, state, and national economy, regulations, and advancements in waste handling and recycling systems. Because this Plan is being developed during a pandemic and is still under the influence of international market and recycling uncertainties, it is particularly difficult to project waste generation and the resultant need for additional facilities and programs. It must be recognized that some amount of flexibility will be needed to see Snohomish County and their partners through the next few years and into the next twenty years.

Location of Proposal: The updated 2021 Comprehensive Solid and Hazardous Waste Management Plan will guide operations at all Snohomish County Solid Waste facilities and facilities and coordinate solid waste management throughout Snohomish County.

Threshold Determination: Snohomish County Public Works has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist and Design Report. This information is available at:

<https://snohomishcountywa.gov/5958/Comprehensive-Solid-Waste-and-Hazardous->

Snohomish County Public Works has determined the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the County's development regulations and comprehensive plan adopted under Chapter 36.70A RCW, and in other applicable local, state, or federal laws and rules, as provided by RCW 43.21C.240 and WAC 197-11-158. Our agency will not require any additional mitigation measures under Chapter 30.61 SCC.

This DNS is issued under WAC 197-11-340(2) on February 3, 2022. It will be published on February 9, 2022,

and the comment period will end at 5:00 PM PST on February 23, 2022. Send any comments to the Agency Contact.

RESPONSIBLE OFFICIAL:

Snyder, Kelly

Digitally signed by Snyder,
Kelly
Date: 2022.02.03 10:46:54
-08'00'

2/3/22

Kelly A. Snyder, MPA, Public Works Director
3000 Rockefeller Ave, M/S 607, Everett, WA 98201-4046
Telephone: (425) 388-6652, Email: kelly.snyder@snoco.org

Date

Appeal Process: This DNS may be appealed pursuant to the requirements of SCC 30.61.300 and Chapter 2.02 SCC. There is a 14-day appeal period for this DNS that commences from the date of publication of notice. Any appeal must be addressed to the County Hearing Examiner, accompanied by a filing fee of \$500.00, and be filed in writing. The appeal must be received by 5:00 PM PST on February 23, 2022.

The appeal must contain the items set forth in SCC 30.71.050(5). In addition, SCC 30.61.305(1) also requires that any person filing an appeal of a threshold determination made pursuant to Chapter 30.61 SCC shall file with the County Hearing Examiner, within seven (7) days of filing the appeal, a sworn affidavit or declaration demonstrating facts and evidence, that, if proven, would demonstrate that the issuance of the threshold determination was clearly erroneous.

Currently, in person filings are suspended due to COVID-19 safety protocols

Online filing instructions:

Appeals may be accepted electronically and paid for by credit card over the phone as follows:

- Scan the original signed copy of the appeal document.
- Send your appeal as an email attachment to epermittech@snoco.org. Please include a phone number where you can be reliably reached.
- Staff will call you to collect your credit card information and process your payment.
- Mail the original copy to: Snohomish County PDS, 3000 Rockefeller Ave M/S 604, Everett, WA 98201

Title VI and Americans with Disabilities Act (ADA) Information: It is Snohomish County's policy to assure that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, as amended, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any county-sponsored program or activity. For questions regarding Snohomish County Public Works' Title VI Program, or for interpreter or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact the Department Title VI Coordinator via email at spw-titlevi@snoco.org or phone 425-388-6660. Hearing/speech impaired may call 711.

Información sobre el Título VI y sobre la Ley de Americanos con Discapacidades (ADA por sus siglas en inglés): Es la política del Condado de Snohomish asegurar que ninguna persona sea excluida de participar, se le nieguen beneficios o se le discrimine de alguna otra manera en cualquier programa o actividad patrocinada por el Condado de Snohomish en razón de raza, color, país de origen o género, conforme al Título VI de la Enmienda a la Ley de Derechos Civiles de 1964. Comuníquese con el Department Title VI Coordinator (Coordinador del Título VI del Departamento) al correo electrónico spw-titlevi@snoco.org, o al teléfono 425-388-6660 si tiene preguntas referentes al Snohomish County Public Works' Title VI Program (Programa del Título VI de Obras Públicas del Condado de Snohomish), o para servicios de interpretación o traducción para los no angloparlantes, o para pedir que los materiales se hagan disponibles en un formato alternativo. Los que tienen necesidades comunicativas especiales pueden llamar al 711.

DISTRIBUTION LIST:

Federal Agencies:

National Marine Fisheries Service- SEPA Review
Natural Resources Conservation Service
NOAA, National Marine Fisheries Service – North Puget Sound Branch

State Agencies:

Department of Ecology- SEPA Register, Solid Waste Management Program
Department of Archaeology & Historic Preservation

Tribal Governments:

Muckleshoot Tribe
Samish Indian Nation
Sauk-Suiattle Tribe
Skagit River System Cooperative
Snoqualmie Tribe
Stillaguamish Tribe of Indians
Suquamish Tribe
Swinomish Indian Tribal Community
Tulalip Tribes
Upper Skagit Indian Tribe

Cities:

Arlington - Public Works Director, Mayor, Communications Manager
Bothell - City Manager, Public Works Director
Brier - Mayor, Public Works Supervisor
Darrington - Mayor, Darrington Public Works
Edmonds - PW and Utilities Director, Mayor
Everett - Mayor, Chief of Staff, Communications Director, PW City Engineer, PW Information & Education
Gold Bar - Mayor, PW Director, Office Manager
Granite Falls - City Manager, PW Director, City Clerk
Lake Stevens - Mayor, Public Works Director, City Administrator, City Clerk
Lynnwood - Mayor, PW Director, PIO
Marysville - Mayor, Public Works Director, Communications Administrator
Mill Creek - Public Works Director, City Manager, Interim Director of Communications and Marketing
Monroe - Mayor, City Administrator, Public Works Director
Mountlake Terrace - City Manager, PW Director, City Clerk Community Relations
Mukilteo - Mayor, Interim Public Works Director, Executive Assistant
Snohomish - Mayor, Economic Development/Communications Manager, City Engineer
Stanwood - Public Works Director, City Administrator, Mayor
Sultan - City Administrator, Public Works Director, Mayor
Woodway - City Administrator, PW Director, Mayor

Other:

The Herald
Solid Waste Advisory Committee
Libraries: Everett Public Library and Sno-Isle Libraries
Snohomish County: Snohomish County Council, County Executive



SEPA CHECKLIST

**Snohomish County Comprehensive Solid and
Hazardous Waste Management Plan**

Snohomish County
Public Works
3000 Rockefeller Avenue
Everett, WA 98201

Prepared by:

Smith, Michael Project Specialist IV

Snohomish County Public Works-
Solid Waste Division

Phone: (425) (425) 388-7519

Michael.smith@snoco.org

January 2022

Purpose of Checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

SUMMARY

A. BACKGROUND

Name of proposed project:

Snohomish County Comprehensive Solid and Hazardous Waste Management Plan

Name of applicant:

**Snohomish County Public Works Department
Solid Waste Division**

Address and phone number of applicant and contact person:

Michael Smith, Project Specialist IV

Solid Waste Division

3000 Rockefeller Ave, MS 607

Everett, WA 98201

(425) 388-7519

Michael.smith@snoco.org

Date checklist prepared:

January 21, 2022

Agency requesting checklist:

Snohomish County Public Works

Proposed timing or schedule (including phasing, if applicable):

The Snohomish County Comprehensive Solid and Hazardous Waste Management Plan (Plan) provides recommendations and policies through 2041. The Plan and SEPA Environmental Checklist will be submitted to the Department of Ecology (Ecology) for review. If approved by Ecology, the Plan will then be submitted to the Snohomish County Council for review. If approved, the Snohomish County Council will adopt the Plan by motion. This process is expected to be completed spring 2022.

Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, please explain.

This Plan is written to be a dynamic document. Minor modifications, which do not affect the basic goals of the Plan, may be made throughout the lifetime of this document. Decisions to either undertake actions outside the Six-Year Implementation Schedule or that alter the Plan's Vision, major goals, or policies, will be defined as major plan revisions and require a

full approval process. In general, the Plan is reviewed every 6 years and is scheduled for a 2027 update.

List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Ten Technical Memorandums on related topics were prepared as part of this Plan. The memos prepared are: Climate Change and Sustainability, Waste Prevention, Recycling, Organics, Waste Collection, Transfer, Disposal, Energy from Waste, Outreach and Education, Administration and Regulation. The Appendices also include: Moderate Risk Waste Plan, Solid Waste Facility Siting, Waste Quantities and Composition, Contamination Reduction and Outreach Plan.

Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, please explain.

No.

List any government approvals or permits that will be needed for your proposal, if known.

State Law (RCW 70A.205.040) and guidelines issued by the Department of Ecology (Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions) require the cities and towns to adopt the plan (or they must develop their own plans), require a public review period for a minimum of 30 days, require that the plan and a Cost Assessment Questionnaire be reviewed and approved by the Washington Utilities and Transportation Commission, and require Ecology and the Department of Agriculture to examine and comment on the preliminary draft plan. The Board of County Commissioners and the cities and towns must also adopt the final draft of the plan. After adoption by the County and cities, Ecology must approve the plan before it becomes effective.

The process for government approval will be:

- **Prepare and release the Preliminary Draft plan**
- **Public and agency comment period**
- **Address comments received and incorporate those into the Final Draft**
- **Adoption of Final Draft by cities and county**
- **Review and approval of the final draft by Ecology**

1. Give a brief, complete description of your proposal, including the proposed uses and the size of the project site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal; you do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description).

Snohomish County Solid Waste Division currently operates three transfer stations and three drop box sites. A fourth transfer station (Cathcart) is utilized when one of the other stations is temporarily closed for maintenance or repair. The transfer stations are in the more urbanized areas of the County and

provide service to the greatest number of residents, while the drop boxes are distributed throughout the more rural areas of the County. The waste collected at the transfer stations and drop box sites is compacted and trucked to an intermodal facility in Everett, from which it is shipped by rail to the Roosevelt Regional Landfill in Klickitat County. The Division also operates the Moderate Risk Waste (MRW) collection facility which offers free disposal of household hazardous wastes from Snohomish County residents. For a fee, it also accepts hazardous waste from commercial businesses that generate small quantities of hazardous waste.

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2. Location of proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address if any, and section/township/range if known. If a proposal would occur over a range of areas, provide the range or boundaries of the site(s). Provide legal description, site plan, vicinity map, and topographic map if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This plan applies to all solid waste management properties throughout Snohomish County.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (check one): **Not Applicable**

☐ FLAT

☐ ROLLING

☐ HILLY

☐ STEEP SLOPES

☐ MOUNTAINOUS

☐ OTHER (please describe): [Click here to enter text.](#)

- b. What is the steepest slope on the site (approximate percent slope)?

Does Not Apply.

- c. What general types of soil are found on the site (i.e., clay – sand – gravel – peat – muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

There are many different soil types in Snohomish County.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, please describe.

Does Not Apply

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling excavation and grading proposed. Indicate source of fill.

Does Not Apply

- f. Could erosion occur as a result of clearing, construction or use? If so, please generally describe.

Does Not Apply

- g. About what percent of the site will be covered with impervious surfaces after project construction (i.e., asphalt or buildings)?

Does Not Apply

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Does Not Apply

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, please generally describe and give approximate quantities if known.

Does Not Apply

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, please generally describe.

Does Not Apply

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Does Not Apply

3. Water

a. Surface Water:

1. Is there any surface water body on or in the immediate vicinity of the site (including year round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, please describe type and provide names. If appropriate, state what stream or river it flows into.

Does Not Apply.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Does Not Apply

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Does Not Apply

4. Will the proposal require surface water withdrawals or diversions? Please give a general description, purpose, and approximate quantities if known.

Does Not Apply

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

6. Does the proposal involve any discharges of waste materials to surface waters? If so, please describe the type of waste and anticipated volume of discharge.

Does Not Apply

b. Groundwater:

1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, please give a general description of the well, proposed uses and approximate quantities withdrawn from the well.

No.

2. Will water be discharged to groundwater? Please give a general description, purpose, and approximate quantities if known.

Does Not Apply

3. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (i.e., domestic sewage, industrial, containing the following chemicals..., agricultural, etc.).

Does Not Apply

4. Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Does Not Apply

c. Water Runoff (including storm water):

1. Describe the source of runoff (including stormwater) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, please describe.

Does Not Apply

2. Could waste materials enter ground or surface waters? If so, please generally describe.

No.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, please describe.

[Click here to enter text.](#)

- d. Proposed measures to reduce or control surface water, groundwater, runoff water, and drainage impacts, if any:

Does Not Apply

4. Plants

- a. Check all types of vegetation below found on or in close proximity to the site: **Not Applicable**

☐ deciduous tree: alder, maple, cottonwood, other

☐ evergreen tree: fir, cedar, hemlock, pine, other

☐ shrubs

☐ grass

☐ pasture

☐ crop or grain

☐ orchards, vineyards, or other permanent crops

☐ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other

☐ water plants: water lily, eelgrass, milfoil, other

☐ other types of vegetation present: [Click here to enter text.](#)

- b. What kind and amount of vegetation will be removed or altered?

None.

- c. List threatened and endangered plant species known to be on or near the site.

None.

- d. List all noxious weeds and invasive species known to be on or near the site.

None.

- e. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation of the site, if any:

None.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. **Does Not Apply**
- b. **birds:** hawks, heron, eagle, songbirds, owls, ducks, woodpeckers
- c. **mammals:** deer, bear, elk, beaver, opossum, raccoon, coyote, small rodents
- d. **fish:** salmon, trout, herring, shellfish, other):
- e. **other:** [Click here to enter text.](#)
- f. List any threatened and endangered wildlife species known to be on or near the site.

Where federal threatened and endangered species are found, any future work associated with the plan's implementation will conform to the requirements of the Endangered Species Act administered by the US Fish and Wildlife Service and the National Marine Fisheries Service. Where state listed species or Priority Habitats and Species (PHS) are found, the Washington Department of Fish and Wildlife Priority Habitats and Species recommendations will be followed, when appropriate.

- g. Is the site part of a migration route? If so, please explain.

Snohomish County lies within the Pacific Flyway for migratory birds which stretches between Alaska and South America. All migratory birds are protected by the Migratory Bird Treaty Act administered by the US Fish and Wildlife Service.

- h. List any invasive animal species known to be on or near the site.

Does Not Apply.

- i. Proposed measures to preserve or enhance wildlife, if any: **Does Not Apply**

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Please describe whether it will be used for heating, manufacturing, etc.

Does Not Apply.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, please generally describe.

Does Not Apply.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

A major goal of this Plan is to support actions which will reduce climate change and promote sustainability.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, please describe.

The Solid Waste Division has operated a Moderate Risk Waste (MRW) collection facility since 1996. This facility offers free disposal of household hazardous waste from Snohomish County residents and commercial businesses that generate small quantities of hazardous waste.

1. Describe any known or possible contamination at the site from present or past uses.

Does Not Apply.

2. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None.

3. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or any time during the operating life of the project.

Various chemicals and materials (acids, bases, batteries, paints, stains, aerosols) are temporarily stored at the MRW facility until the County's hazardous waste contractor is contacted for pick of the materials

4. Describe special emergency services that might be required.

The MRW facility has been designed to contain minor spills if they occur. The staff is trained in emergency procedures. If a major spill of fire occurred staff would contact local emergency services.

5. Proposed measures to reduce or control environmental health hazards, if any:

Improving solid waste collection will help reduce environmental health hazards by removing potential risks from the environment.

- b. Noise:

1. What types of noise exist in the area which may affect your project (i.e., traffic, equipment, operation, aircraft, other)?

Does Not Apply.

2. What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (i.e., traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Does Not Apply.

3. Proposed measures to reduce or control noise impacts, if any:

Does Not Apply

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land use on nearby or adjacent properties? If so, please describe.

Does Not Apply.

- b. Has the site been used as working farmlands or working forestlands? If so, please describe. How much agriculture or forestland of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forestland tax status will be converted to non-farm or non-forest use?

Does Not Apply

1. Will the proposal affect or be affected by surrounding working farmland or forestland's normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Does Not Apply.

- c. Describe any structures on the site.

Does Not Apply

- d. Will any structures be demolished? If so, what?

Does Not Apply.

- e. What is the current zoning classification of the site?

Does Not Apply.

- f. What is the current comprehensive plan designation of the site?

Does Not Apply.

- g. If applicable, what is the current shoreline master program designation of the site?

Does Not Apply.

- h. Has any part of the site been classified critical area by the city or county? If so, please specify.

Does Not Apply.

- i. Approximately how many people would reside or work in the completed project?

Does Not Apply.

- j. Approximately how many people would the completed project displace?

Does Not Apply

- k. Proposed measures to reduce or control impacts to nearby agricultural and forestlands of long-term commercial significance, if any:

Does Not Apply.

- l. Proposed measures to ensure the proposal is compatible with existing projected land uses and plans, if any:

Does Not Apply

- m. Proposed measures to avoid or reduce displacement, if any:

Does Not Apply.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Does Not Apply.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Does Not Apply.

- c. Proposed measures to reduce or control housing impacts, if any:

Does Not Apply.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Does Not Apply.

- b. What view in the immediate vicinity would be altered or obstructed?

Does Not Apply.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Does Not Apply.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Does Not Apply.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Does Not Apply.

- c. What existing off-site sources of light or glare may affect your proposal?

Does Not Apply.

- d. Proposed measures to reduce or control light and glare impacts, if any?

Does Not Apply.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Does Not Apply.

- b. Would the proposed project displace any existing recreation uses? If so, please describe.

Does Not Apply

- c. Proposed measures to reduce or control impacts on recreating, including recreation opportunities to be provided by the project or applicant, if any:

Does Not Apply.

13. Historic and Cultural Preservation

- a. Are there any buildings, structures, or sites located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, please general describe.

There are several hundred recorded historical sites in Snohomish County. Some of these are listed on, or eligible for, national, state or local preservation registers. The Solid Waste Plan will not directly affect any of these sites.

- b. Are there any landmarks, features or other evidence of Tribal or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

There are many landmarks, features or other evidence of Tribal or historic use and occupation within Snohomish County. The Solid Waste Plan will not directly affect any of these locations.

- a. Describe methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with Tribes and the Department of Archeology and Historic Preservation, archaeological surveys, historic maps, GIS data, etc.

Any future site work associated with plan implementation would b screened by Snohomish County Public Works to determine site proximity to known archaeological and cultural sites.

- b. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required:

Does Not Apply.

14. Transportation

- a. Identify public streets and highways serving the site, or affected geographic area, and describe proposed access to the existing street system. Show on site plans, if any.

Does Not Apply.

- b. Is the site or affected geographic area currently served by public transit? If so, please generally describe. If not, what is the approximate distance to the nearest transit stop?

Does Not Apply.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project proposal eliminate?

Does Not Apply.

- d. Will the proposal require any new – or improvements to existing – roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, please generally describe (indicate private or public).

Does Not Apply.

- e. Will the project or proposal use (or occur in the immediate of) water, rail, or air transportation? If so, please generally describe.

Solid waste from Snohomish County is transported by rail to the Roosevelt Regional Landfill in Klickitat County, Washington. The current waste export contract extends to 2028.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial or non-passenger vehicles). What data or transportation models were used to make these estimates?

Does Not Apply.

- g. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, please generally describe.

Does Not Apply.

- h. Proposed measures to reduce or control transportation impacts, if any:

Does Not Apply.

15. Public Services

- a. Would the project result in an increased need for public services (i.e., fire protection, police protection, public transit, health care, schools, other)? If so, please generally describe.

Does Not Apply

- b. Proposed measures to reduce or control direct impacts on public services, if any.

Does Not Apply

16. Utilities Not Applicable

- a. Check all utilities currently available at the site:

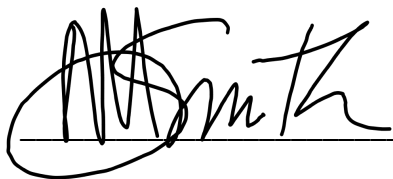
- ☐ Electricity
- ☐ Natural Gas
- ☐ Water
- ☐ Refuse Service
- ☐ Telephone
- ☐ Sanitary Sewer
- ☐ Septic System
- ☐ Other (please describe) [Click here to enter text.](#)

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site of in the immediate vicinity which might be needed.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:



Printed name and Digital Signature Michael B. Smith 

Position and Agency/Organization: Project Specialist IV, Snohomish County Solid Waste Division

Date Submitted: January 21, 2022

D. Supplemental sheet for non-project actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1) How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

This proposal would not increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

Proposed measures to avoid or reduce such increases are:

Snohomish County Solid Waste Management will support efforts and actions by County and other agencies to reduce GHG emissions and to lessen and prepare for the impacts of climate change through various initiatives such as waste prevention, recycling, and energy-from-waste.

Snohomish County Solid Waste Management will continue efforts to reduce the generation and toxicity of moderate risk waste, and to ensure that convenient, cost effective and sustainable options for its safe management are available.

2) How would the proposal be likely to affect plants, animals, fish, or marine life?

This proposal would not affect plants, animals, fish, or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Does not apply

3) How would the proposal be likely to deplete energy or natural resources?

This proposal would not deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

The County will continue to monitor developments and progress in energy-from-waste including new technologies, pilot projects, facility procurements and operating track records, and other projects in the region.

4) How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

This proposal would not affect environmentally sensitive areas or areas designated for governmental protection.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Does not apply

5) How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

This proposal would not affect land use and shoreline use.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Does not apply

6) How would the proposal be likely to increase demands on transportation or public services and utilities?

This proposal would not increase demand for transportation or public services and utilities.

Proposed measures to reduce or respond to such demand(s) are:

Snohomish County Solid Waste Management Division will provide a variety of equitable and efficient waste transfer services to County residences and businesses. The County will continue to offer and develop programs that encourage recycling, as well as continue to promote and expand the collection and non-landfilling of yard debris, wood waste, and food waste.

7) Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

This proposal would not conflict with local, state, or federal laws or requirements.

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Appendix G

INTERLOCAL AGREEMENTS

Interlocal Agreement between Snohomish County and its Cities and Towns regarding Solid Waste Management

Interlocal Agreement between Snohomish County and Everett regarding Solid Waste Management

Master Annexation Interlocal Agreement between the City of Bothell and Snohomish County concerning Annexation and Urban Development with the Bothell Municipal Urban Growth Area

Agreement between the City of Bothell and Snohomish County concerning Solid Waste Management

Interlocal Agreement between King County and Snohomish County related to Solid Waste Disposal

Amendment No. 1 to the Solid Waste Interlocal Agreement between King County and the City of Bothell

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1 SNOHOMISH COUNTY COUNCIL
2 Snohomish County, Washington

3
4 ORDINANCE NO. 07-147

5
6 RELATING TO MANAGEMENT AND DISPOSAL OF SOLID
7 WASTE, AND APPROVING AN INTERLOCAL AGREEMENT
8 BETWEEN SNOHOMISH COUNTY AND ITS CITIES AND
9 TOWNS REGARDING SOLID WASTE MANAGEMENT
10 PURSUANT TO CHAPTER 7.35 SCC
11

12
13 WHEREAS, in 1990 Snohomish County and the cities and towns located within
14 the County, entered into 20-year interlocal agreements to participate in the County's
15 Comprehensive Solid Waste Management Plan and the County's Solid Waste System,
16 whereby the County would provide disposal sites and the cities and towns would
17 designate those sites for the disposal of solid waste generated within their borders; and
18

19
20 WHEREAS, the Solid Waste System has proven beneficial to residents,
21 businesses, the cities and towns, and the County in providing reliable, economical, and
22 environmentally responsible solid and moderate risk waste recycling and disposal
23 options; and
24

25
26 WHEREAS, the Solid Waste System has been augmented by the construction of
27 a new Airport Road Recycling and Transfer Station and a totally upgraded Southwest
28 Recycling and Transfer Station, and the debts associated with these facilities will not be
29 paid off until 2023; and
30

31
32 WHEREAS, the County Executive has recommended that the County enter into a
33 new 20-year interlocal agreement titled Interlocal Agreement Between Snohomish
34 County and Its Cities and Towns Regarding Solid Waste Management, a copy of which
35 is attached hereto as Exhibit A, to ensure that waste and associated revenues will
36 continue to flow to the Solid Waste System until those debts are paid off;
37

38
39 NOW, THEREFORE, BE IT ORDAINED:
40

41
42 Section 1. The County Council approves and authorizes the Executive to sign
43 the Interlocal Agreement Between Snohomish County and Its Cities and Towns

ORDINANCE NO. 07-147
RELATING TO MANAGEMENT AND DISPOSAL
OF SOLID WASTE, AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN SNOHOMISH COUNTY, ETC. - 1

1 Regarding Solid Waste Management, substantially in the form attached as Exhibit A, as
2 contemplated by SCC 7.35.030, 7.35.040, and 7.35.050.

3
4 PASSED this 16th day of January, 2007.8

5
6
7 SNOHOMISH COUNTY COUNCIL
8 Snohomish County, Washington

9
10 Don S.
11 Chairperson

12
13 ATTEST:

14 Barbara Sitoristi
15 Clerk of the Council, Asst.

16
17 ☒ APPROVED

18
19 () EMERGENCY

20
21 () VETOED

22
23 DATE: 1/25/08

24
25 for County Executive

26
27
28 ATTEST:

29 Core E. Salmer

30
31 MARK SOINE
32 Deputy Executive

33 Approved as to form only:

34 [Signature]
35 Deputy Prosecuting Attorney

36
37
ORDINANCE NO. 07-147
RELATING TO MANAGEMENT AND DISPOSAL
OF SOLID WASTE, AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN SNOHOMISH COUNTY, ETC. - 2

D-10

EXHIBIT A

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ORDINANCE NO. 07-147
RELATING TO MANAGEMENT AND DISPOSAL
OF SOLID WASTE, AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN SNOHOMISH COUNTY, ETC. - 3

Exhibit A

CONFORMED COPY
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02/13/2008 11:13am \$0.00
SNOHOMISH COUNTY, WASHINGTON

INTERLOCAL AGREEMENT BETWEEN

SNOHOMISH COUNTY AND ITS CITIES AND TOWNS

REGARDING SOLID WASTE MANAGEMENT

WHEREAS, Snohomish County and each of the Cities and Towns
executing this Agreement are authorized and directed by Chapter 70.95 RCW to
prepare a Comprehensive Solid Waste Management Plan, and are further
authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the
administration and implementation of said Plan; and

WHEREAS, Snohomish County prepared a Comprehensive Solid Waste
Management Plan for the County and Cities and Towns of the county in 1990, and
updated that Plan with the active involvement of the Cities and Towns in 2001; and

WHEREAS, the 2001 Plan update calls for significant improvements to
and replacements for existing waste facilities, and the County has entered into a
waste export contract that expires in 2013, and in light of these factors long term
financial planning is desirable; and

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WHEREAS, providing the most effective and efficient system for managing solid waste generated in Snohomish county, including its Cities and Towns, requires use of the solid waste disposal system established by the County and the Comprehensive Plan of the County to the fullest extent possible;

NOW, THEREFORE, Snohomish County and each of the Cities and Towns signing this Agreement agree as follows:

1. This Interlocal Agreement entirely replaces the previous Interlocal Agreement- Solid Waste Management that the parties entered into in 1990.
2. Definitions. For the purposes of this Interlocal Agreement, the following definitions apply:
 - 2.1. "City"/"Town" means a City or Town in Snohomish County, Washington that is a signatory to this Interlocal Agreement Between Snohomish County And Its Cities And Towns Regarding Solid Waste Management.

1 2.2. "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan"
2 means the Snohomish County Comprehensive Solid Waste Management Plan issued
3 in March 2002 and as amended from time to time.
4

5 2.3. "County" means Snohomish County, Washington.
6

7 2.4. "Interlocal Agreement" means this Interlocal Agreement Between Snohomish
8 County and Its Cities and Towns Regarding Solid Waste Management.
9

10 2.5. "Person" means an individual, firm, association, partnership, political subdivision,
11 government agency, municipality, industry, public or private corporation, or any other
12 entity whatsoever.
13

14 2.6. "Solid Waste" means all putrescible and nonputrescible solid and semisolid
15 wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill,
16 sewage sludge, demolition and construction wastes, abandoned vehicles or parts
17 thereof, and recyclable materials, with the exception of wastes listed in WAC 173-
18 304-015 as may be amended from time to time.
19

1 2.7. "Solid Waste Handling" means the management, storage, collection,
2 transportation, treatment, utilization, processing, and final disposal of Solid Wastes,
3 including the recovery and recycling of materials from solid wastes, the recovery of
4 energy resources from such wastes or the conversion of the energy in such wastes to
5 more useful forms or combinations thereof, and as such term may be modified by
6 amendments to RCW 70.95.030 (23).

7
8 2.8. "System" means all facilities for Solid Waste Handling owned or operated, or
9 contracted for, by the County, and all administrative activities related thereto.

10
11 3. Responsibilities for Waste Disposal and System. For the duration of this Interlocal
12 Agreement, the County shall have the following responsibilities:

13
14 3.1. The County shall continue to provide for the efficient disposal of all Solid Waste
15 generated within unincorporated areas of the County and within each of the Cities and
16 Towns signing this Agreement to the extent, in the manner, and by facilities as
17 described in the Comprehensive Solid Waste Management Plan. The County shall not
18 be responsible for disposal of nor claim that this Agreement extends to Solid Waste

1 that has been eliminated through waste recycling activities in conformity with the
2 Comprehensive Solid Waste Management Plan.

3
4 3.2. The County shall provide for the disposal of household hazardous wastes
5 generated by residential households located in jurisdictions party to this Agreement at
6 the System's existing Moderate Risk Waste Facility, or in another reasonable and
7 similarly convenient manner.

8
9 3.3. The County shall continue to operate the System in a financially prudent manner,
10 minimize fee increases, and use System revenues only for System purposes.

11
12 3.4. The System shall continue to be comprehensive, and include educational and
13 other programs, as defined by the Comprehensive Plan.

14
15 4. Comprehensive Plan. For the duration of this Interlocal Agreement, each City and
16 Town shall participate in the Comprehensive Solid Waste Management Plan prepared
17 and periodically reviewed and revised pursuant to chapter 70.95 RCW as may be
18 amended from time to time, provided that any City or Town shall have the right to
19 prepare or maintain its own comprehensive solid waste management plan and to

1 assess a solid waste fee on its own residents. For the duration of this Interlocal
2 Agreement each City and Town, in conformity with RCW 70.95.080 (3), as may be
3 amended from time to time, authorizes the County to include in the Comprehensive
4 Solid Waste Management Plan provisions for the management of Solid Waste
5 generated within its corporate limits.

6
7 5. City Designation of County System for Solid Waste Disposal. Each City and Town
8 shall, to the extent permitted by law, designate the County System for the disposal of
9 all Solid Waste generated within the corporate limits of that City or Town, and within
10 the scope of the Comprehensive Plan, and authorize the County to designate a
11 disposal site or sites for the disposal of such Solid Waste except for recyclable and
12 other materials removed from Solid Waste by waste recycling activities in conformity
13 with the Comprehensive Solid Waste Management Plan. This designation of the
14 County System shall continue in full force until December 31, 2023. The designation
15 of the County in this section shall not reduce or otherwise affect each City or Town's
16 control over solid waste collection as permitted by applicable state law.

17
18 6. Enforcement. The County shall be primarily responsible for enforcement of laws and
19 regulations requiring persons to dispose of Solid Waste at sites designated by the

1 County. Each City and Town shall cooperate with the County in its enforcement
2 efforts, and by ordinance shall provide that any person that disposes of Solid Waste
3 generated within that City or Town at a site other than a site designated by the County
4 will be guilty of a misdemeanor, except where such disposal may be otherwise
5 permitted by state law. To the extent legally possible, the County shall be responsible
6 for bringing enforcement actions against persons violating state statutes or County
7 ordinances relating to the disposal of Solid Waste at sites designated by the County.
8 However, in instances in which the County lacks legal authority to bring an
9 enforcement action, and any City or Town possesses that authority, the County may
10 request that City or Town bring such enforcement action. The City or Town shall
11 comply with any such request, or through the exercise of its authority under Chapter
12 35.21 RCW as may be amended from time to time, ensure that Solid Waste generated
13 within the City or Town is disposed of at those sites designated by the County. The
14 County shall pay as System costs all reasonable costs incurred by the City or Town in
15 taking such enforcement or other actions that are requested in writing by the County.

16
17 7. Indemnifications.

18 7.1. The County shall indemnify and hold harmless and defend each City and Town
19 against any and all claims by third parties arising out of the County's operations of

1 the System, and have the right to settle those claims by third parties, recognizing that
2 all costs incurred by the County thereby are System costs which must be satisfied
3 from disposal rates. In providing a defense for Cities or Towns, the County shall
4 exercise good faith in that defense or settlement so as to protect the City's or Town's
5 interests. The County's agreement to indemnify the Cities and Towns for any and all
6 claims arising out of the County's operation of the System extends to all claims
7 caused by the actions of officers or agents of the County, including but not limited to
8 actions which constitute misfeasance, or intentional misconduct or wrongdoing, even
9 if the cost of such claims is held by a court of competent jurisdiction to not be a
10 proper cost to the System. For the purpose of this paragraph, "claims arising out of
11 the County's operations" shall include claims arising out of the ownership, control or
12 maintenance of the System, but shall not include claims arising out of the collection
13 of solid waste within the Cities and Towns prior to its delivery to a disposal site
14 designated by the County or other activities under the control of the Cities or Towns.

15
16 7.2.If the County acts to defend a City or Town against a claim, the City or Town
17 shall cooperate with the County.
18

1 7.3. The County shall defend any City or Town against any challenge, whether
2 judicially or before an administrative hearings panel, to the Comprehensive Plan
3 elements adopted pursuant to this Interlocal Agreement.

4
5 7.4. For purposes of this section, reference to a City or Town and to the County shall
6 be deemed to include the officers, agents and employees of any such party, acting
7 within the scope of their authority.

8
9 8. Duration. This Interlocal Agreement shall continue to be in full force and effect until
10 December 31, 2023, unless terminated as described in the following paragraph.

11
12 9. Revision, Amendment, Supplementation or Termination. This Interlocal Agreement
13 shall be reviewed by the parties in conjunction with any review of the Comprehensive
14 Solid Waste Management Plan. The terms of the Agreement may be revised,
15 amended or supplemented, or the Agreement as a whole may be terminated only upon
16 the written agreement of all signatories to this Agreement executed with the same
17 formalities as the original. No revision, amendment, supplementation or termination
18 shall be adopted or put into effect if it impairs any contractual obligation of the
19 County.

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10. Solid Waste Advisory Committee

Pursuant to RCW 70.95.165 (3) and RCW 39.34.030 (4), and Snohomish County Code section 7.34, a Solid Waste Advisory Committee shall continue operating as specified in Snohomish County Code. Each City or Town entering into this Agreement shall be represented equally on the Committee, and shall have at least one voting member.

11. Miscellaneous.

11.1 No waiver by any 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 of a different provision of this Agreement.

11.2 This Agreement is not entered into with the intent that it shall benefit any city or town not signing this agreement, and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

12. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions

1 or applications which can be given effect without the invalid term, condition or
2 application. To this end, the terms and conditions of this contract are declared
3 severable.

4 13. This Agreement may be executed in counterparts, each of which shall constitute an
5 original, and all of which together shall constitute one and the same document.

6 14. Each of the individuals signing this Agreement on behalf of a municipality party to
7 this Agreement, certifies that his or her signature has been authorized by appropriate
8 action by ordinance, resolution or otherwise pursuant to the law of that municipality
9 to bind the municipality to the terms of this Agreement.

10 This Interlocal Agreement has been executed by the parties shown below and is dated
11 as of the _____ day of _____, 2004.

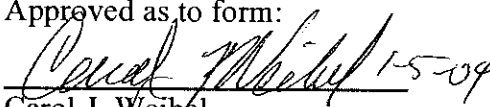
12 SNOHOMISH COUNTY

CITY OF ARLINGTON

Aaron Reardon
County Executive
APPROVED BY
SNOHOMISH COUNTY
ORDINANCE NO. _____

Title _____
APPROVED BY
MOTION NO. _____
Or ORDINANCE NO. _____

Approved as to form:



Carol J. Weibel
Deputy Prosecuting Attorney

1 or applications which can be given effect without the invalid term, condition or
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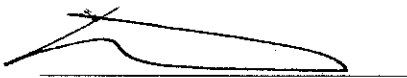
10

11 This Interlocal Agreement has been executed by the parties shown below and is dated

12 as of the 28th day of January, 2003.

13

SNOHOMISH COUNTY

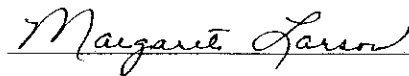


MARK SOINE

Deputy Executive
for County Executive

APPROVED BY
SNOHOMISH COUNTY
ORDINANCE NO. _____

CITY OF ARLINGTON



Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

COUNCIL USE ONLY

Approved: 1-16-08
Docfile: D-10

CITY OF BRIER

Darryl R. Hasko
Title Mayor

APPROVED BY
MOTION NO. at Council Mtg. 9-23-03
Or ORDINANCE NO. _____

TOWN OF DARRINGTON

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF EDMONDS

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF EVERETT

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

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8
9 This Interlocal Agreement has been executed by the parties shown below and is dated
10 as of the 28th day of January, 2003.

11
12
13 SNOHOMISH COUNTY

COUNCIL USE ONLY	
Approved:	<u>1-16-08</u>
Docfile:	<u>D-10</u>

BRIER

EDMONDS

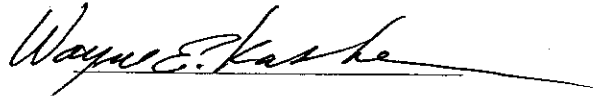
MUKILTEO

SNOHOMISH

WOODWAY

Etc.

19
20 
21 for MARK SOINE
22 Deputy Executive
23 County Executive



24 APPROVED BY

APPROVED BY

25 SNOHOMISH COUNTY

MOTION ~~NO.~~ 9/23/03. Or

26 ORDINANCE NO. 07-147

ORDINANCE NO. _____

CITY OF BRIER

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

TOWN OF DARRINGTON

Jayce A Jones

Title _____

APPROVED BY _____

MOTION NO. 7-14-04

Or ORDINANCE NO. _____

CITY OF EDMONDS

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF EVERETT

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

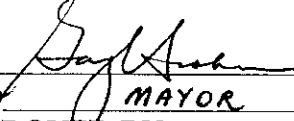
CITY OF BRIER

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

TOWN OF DARRINGTON

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF EDMONDS

Title  _____
APPROVED BY _____
MOTION NO. ON 1-20-04
Or ORDINANCE NO. _____

CITY OF EVERETT

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF GOLD BAR

Cullen Hawkins

Title Mayor

APPROVED BY

MOTION NO. 4/6/04

Or ORDINANCE NO. _____

CITY OF GRANITE FALLS

Title _____

APPROVED BY

MOTION NO. _____

Or ORDINANCE NO. _____

TOWN OF INDEX

Title _____

APPROVED BY

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF EDMONDS

Title _____

APPROVED BY

MOTION NO. _____

Or ORDINANCE NO. _____

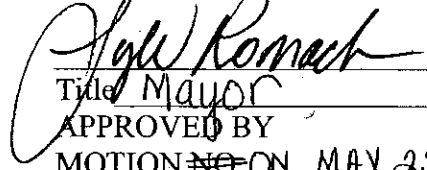
CITY OF LAKE STEVENS

Title _____

APPROVED BY

MOTION NO. _____

CITY OF GRANITE FALLS


Title Mayor
APPROVED BY
MOTION NO. ON MAY 25, 2005
Or ORDINANCE NO. _____

TOWN OF INDEX

Title _____
APPROVED BY
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF EDMONDS

Title _____
APPROVED BY
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF LAKE STEVENS

Title _____
APPROVED BY
MOTION NO. _____
Or ORDINANCE NO. _____

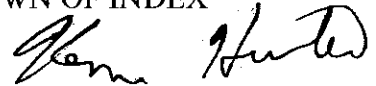
CITY OF GOLD BAR

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF GRANITE FALLS

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

TOWN OF INDEX


Title MAYOR
APPROVED BY _____
MOTION NO. N/A
Or ORDINANCE NO. N/A

CITY OF EDMONDS

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF LAKE STEVENS

Title _____
APPROVED BY _____
MOTION NO. _____

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5 to this Agreement, certifies that his or her signature has been authorized by
6 appropriate action by ordinance, resolution or otherwise pursuant to the law of that
7 municipality to bind the municipality to the terms of this Agreement.

8

9 This Interlocal Agreement has been executed by the parties shown below and is dated
10 as of the 27 day of August, 2003.

11

12

13 SNOHOMISH COUNTY

BRIER

14

EDMONDS

15

MUKILTEO

16

SNOHOMISH

17

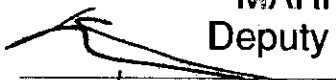
WOODWAY

18

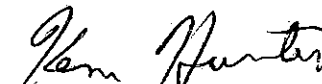
Etc.

19

MARK SOINE
Deputy Executive

20 
21 for
22 County Executive

1/28/08


MAYOR, TOWN OF INDEX

23

APPROVED BY

24

SNOHOMISH COUNTY

25

ORDINANCE NO. 07-147

COUNCIL USE ONLY	
Approved: <u>1-16-08</u>	
Docfile: <u>D-10</u>	

APPROVED BY

26

MOTION NO. N/A Or

ORDINANCE NO. N/A

CITY OF GOLD BAR

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF GRANITE FALLS

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

TOWN OF INDEX

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF EDMONDS

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF LAKE STEVENS

Lynn E. Watty
Title *Mayor*
APPROVED BY _____ minutes of
MOTION NO. *11-10-03*

*Approved
11-10-03
[Signature]
LAKE STEVENS
CITY CLERK*

1

CITY OF LYNNWOOD

WAT
Title _____

9/1/4
[Signature]
MAYOR

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MARYSVILLE

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MILL CREEK

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MONROE

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

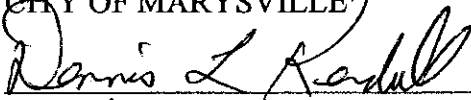
2

Or ORDINANCE NO. _____

CITY OF LYNNWOOD

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF MARYSVILLE



Title Mayor
APPROVED BY City Council
MOTION NO. June 28, 2004
~~Or~~ ORDINANCE NO. _____

CITY OF MILL CREEK

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF MONROE

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

Or ORDINANCE NO. _____

CITY OF LYNNWOOD

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MARYSVILLE

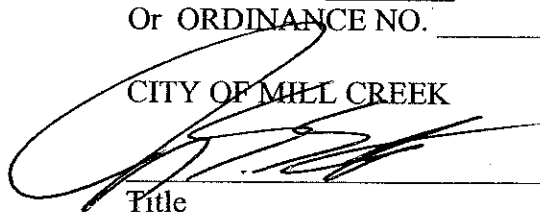
Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MILL CREEK



Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MONROE

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

Or ORDINANCE NO. _____

CITY OF LYNNWOOD

Title

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MARYSVILLE

Title

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MILL CREEK

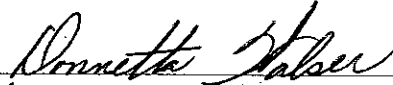
Title

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MONROE


Title Mayor 11/05/03

APPROVED BY _____

MOTION NO. x

Or ORDINANCE NO. _____

CITY OF MOUNTLAKE TERRACE

Connie L. Fessler

Title City Manager

COUNCIL CONSENT CALENDAR

JUNE 16, 2003

CITY OF MUKILTEO

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF SNOHOMISH

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF STANWOOD

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF SULTAN

Title _____

APPROVED BY _____

MOTION NO. _____

Or ORDINANCE NO. _____

CITY OF MOUNTLAKE TERRACE

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF MUKILTEO



Title JOE MARTINE, MAYOR
APPROVED BY 6.26.07
MOTION NO. AB 2007-68
Or ORDINANCE NO. _____

CITY OF SNOHOMISH

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF STANWOOD

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF MOUNTLAKE TERRACE

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF MUKILTEO

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

ATTEST:

By Torchie Corey
Torchie Corey, City Clerk

APPROVED AS TO FORM:

By Grant K. Weed
Grant K. Weed, City Attorney

CITY OF SNOHOMISH

Title City Manager
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF STANWOOD

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF SULTAN

Title _____
APPROVED BY _____
MOTION NO. _____

CITY OF MOUNTLAKE TERRACE

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

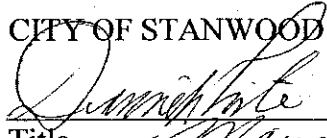
CITY OF MUKILTEO

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF SNOHOMISH

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF STANWOOD



Title Mayor
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. 791

CITY OF MOUNTLAKE TERRACE

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF MUKILTEO

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF SNOHOMISH

Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF STANWOOD

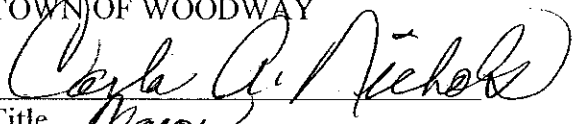
Title _____
APPROVED BY _____
MOTION NO. _____
Or ORDINANCE NO. _____

CITY OF SULTAN


Title _____
APPROVED BY _____
MOTION NO. 9/17/03

Or ORDINANCE NO. _____

TOWN OF WOODWAY



Title Mayor

APPROVED BY

MOTION NO. September 2, 2003

Or ORDINANCE NO. _____

RETURN NAME & ADDRESS

Snohomish County Council
attn: Earl Sibroni, #15604
3000 Rockefeller Ave
Everett, WA 98290



200311070859 9 PGS
11-07-2003 02:41pm \$0.00
SNOHOMISH COUNTY, WASHINGTON

Please print neatly or type information

Document Title(s)

Interlocal Agreement Between
Snohomish County and Everett
Regarding Solid Waste Mgmt

Reference Number(s) of related documents:

n/a

Additional Reference #'s on page ____

Grantor(s) (Last, First, and Middle Initial)

City of Everett

Additional Grantors on page ____

Grantee(s) (Last, First, and Middle Initial)

Snohomish County

Additional Grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

n/a

Complete legal on page ____

Assessor's Property Tax Parcel/Account Number

n/a

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND EVERETT
REGARDING SOLID WASTE MANAGEMENT

WHEREAS, Washington counties, cities and towns are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan, and are further authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the administration and implementation of said Plan; and

WHEREAS, Snohomish County prepared a Comprehensive Solid Waste Management Plan for the County and Cities and Towns of the county in 1990, and updated that Plan with the active involvement of the Cities and Towns in 2001; and

WHEREAS, the 2001 Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

WHEREAS, providing the most effective and efficient system for managing solid waste generated in Snohomish county, including its Cities and Towns, requires use of the solid waste disposal system established by the County and the Comprehensive Plan of the County to the fullest extent possible;

NOW, THEREFORE, Snohomish County and the City of Everett agree as follows:

1. This Interlocal Agreement entirely replaces the previous Interlocal Agreement- Solid Waste Disposal that the parties entered into in 1990.

2. Definitions. For the purposes of this Interlocal Agreement, the following definitions apply:

2.1 “City”/”Town” means a City or Town in Snohomish County, Washington that is a signatory to this Interlocal Agreement or the Interlocal Agreement Between Snohomish County And Its Cities And Towns Regarding Solid Waste Management.

2.2 “Comprehensive Solid Waste Management Plan” or “Comprehensive Plan” means the Snohomish County Comprehensive Solid Waste Management Plan issued in March 2002 and as amended from time to time.

2.3 “County” means Snohomish County, Washington.

2.4 “Interlocal Agreement” means this Interlocal Agreement Between Snohomish County and Everett Regarding Solid Waste Management.

2.5 “Person” means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

2.6 “Solid Waste” means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned

vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.

2.7 “Solid Waste Handling” means the management, storage, collection, transportation, treatment, utilization, processing, transfer, and final disposal of Solid Wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from such wastes or the conversion of the energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to RCW 70.95.030 (23).

2.8 “System” means all facilities for Solid Waste Handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.

3. Responsibilities for Waste Disposal and System. For the duration of this Interlocal Agreement, the County shall have the following responsibilities:

3.1 The County shall continue to provide for the efficient disposal of all Solid Waste generated within unincorporated areas of the County and within the City of Everett to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3.2 The County shall provide for the disposal of household hazardous wastes by households at the System’s existing Moderate Risk Waste Facility, or in another reasonable and similarly convenient manner.

3.3 The County shall continue to provide a comprehensive solid waste management system, including educational programs, as defined by the Comprehensive Plan.

3.4. The County shall continue to operate the System in a financially prudent manner, minimize fee increases, and use System revenues only for System purposes.

4. Comprehensive Plan. For the duration of this Interlocal Agreement, the City of Everett shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to chapter 70.95 RCW, provided that the City shall have the right to maintain its own comprehensive solid waste management plan, applicable only to Everett, and continue to assess a solid waste fee on Everett residents. For the duration of this Interlocal Agreement, the City of Everett authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of Solid Waste generated in Everett.

5. City Designation of County System for Solid Waste Disposal. Everett shall, to the extent permitted by law, designate the County System for the disposal of all Solid Waste generated within the corporate limits of Everett, and within the scope of the Comprehensive Plan, and authorize the County to designate a disposal site or sites for the disposal of such Solid Waste except for recyclable and other materials removed from Solid Waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. This designation of the County System shall continue in full force until December

31, 2023. In the event that Everett chooses to maintain its own comprehensive solid waste management plan, that plan shall contain nothing in conflict with this designation of the County System during the term of this Interlocal Agreement. The designation of the County in this section shall not reduce or otherwise affect Everett's control over solid waste collection as permitted by applicable state law.

6. Enforcement. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of Solid Waste at sites designated by the County. Everett shall cooperate with the County in its enforcement efforts, and shall provide, by ordinance, that any person that disposes of Solid Waste generated within Everett at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action, and Everett possesses that authority, the County may request that Everett bring such enforcement action. Everett shall comply with any such request, or exercise its authority under Chapter 35.21 RCW to ensure, in some other way that Solid Waste generated within Everett is disposed of at those sites designated by the County. The County shall pay as System costs all reasonable costs incurred by Everett in taking such enforcement or other actions that are requested in writing by the County.

7. Indemnifications.

7.1 The County shall indemnify and hold harmless and defend Everett against any and all claims by third parties arising out of the County's operations of the System, and have the right to settle those claims by third parties, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for Everett, the County shall exercise good faith in that defense or settlement so as to protect Everett's interests. The County's agreement to indemnify Everett for any and all claims arising out of the County's operation of the System extends to all claims caused by the actions of officers or agents of the County, including but not limited to actions which constitute misfeasance, or intentional misconduct or wrongdoing, even if the cost of such claims is held by a court of competent jurisdiction to not be a proper cost to the System. For the purpose of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of collection of solid waste within Everett prior to its delivery to a disposal site designated by the County or other activities under the control of Everett.

7.2 If the County acts to defend Everett against a claim, Everett shall cooperate with the County.

7.3 For purposes of this section, reference to a City or Town and to the County shall be deemed to include the officers, agents and employees of any such party, acting within the scope of their authority.

8. Duration. This Interlocal Agreement shall continue to be in full force and effect until December 31, 2023, unless terminated as described in the following paragraph.

9. Revision, Amendment, Supplementation or Termination. This Interlocal Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised, amended or supplemented, or the Agreement as a whole may be terminated only upon the written agreement of both the County and Everett executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any contractual obligation of the County.

10. Solid Waste Advisory Committee. Pursuant to RCW 70.95.165 (3) and RCW 39.34.030 (4), and Snohomish County Code section 7.34, a Solid Waste Advisory Committee shall continue operating as specified in Snohomish County Code. The City of Everett shall have at least one voting member of the Committee.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal 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 of a different provision of this Interlocal Agreement.

11.2 Notwithstanding the fact that Everett understands and agrees that the County intends to enter into agreements substantially similar to this one with

all the other Cities and Towns located within the County's boundaries, the only parties to this Interlocal Agreement are the County and Everett, and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

12. If any term or condition of this Interlocal Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Interlocal Agreement are declared severable.

This Interlocal Agreement has been executed by the parties shown below and is dated as of the 5th day of NOVEMBER, 2003.

SNOHOMISH COUNTY



Bob Drewel
County Executive

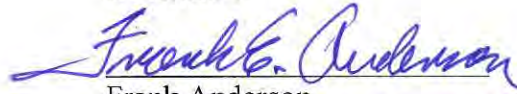
9/3/03
GARY WEIKEL
Deputy Executive


APPROVED BY

SNOHOMISH COUNTY

ORDINANCE NO. 03-114

EVERETT



Frank Anderson
Mayor of Everett

APPROVED BY

EVERETT

ORDINANCE NO. 2716-03

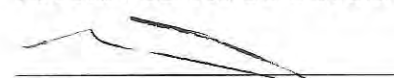
ATTEST:


City Clerk

APPROVED AS TO FORM:


Carol Weibel 9-2-03
Deputy Prosecuting Attorney

APPROVED AS TO FORM:


Mark Soine
City Attorney D-7

After Recording Return to:

Assistant Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA, 98201



201107080092 29 PGS
07/08/2011 9:44am \$0.00
SNOHOMISH COUNTY, WASHINGTON

Agencies: Snohomish County and City of Bothell
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

**MASTER ANNEXATION INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BOTHELL AND SNOHOMISH COUNTY
CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN
THE BOTHELL MUNICIPAL URBAN GROWTH AREA**

1. PARTIES

This Interlocal Agreement ("Agreement" or "ILA") is made by and between the City of Bothell ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, individually referred to as a "Party" and collectively as the "Parties," pursuant to Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE, INTENT AND APPLICABILITY

2.1 Purpose. The purposes of this Agreement are to facilitate an orderly transition of services and responsibility for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City; and, both prior to and following annexation, to address reciprocal mitigation of interjurisdictional land development impacts and joint planning of City and County services and facilities having interjurisdictional implications. This Agreement is intended to serve as a master annexation interlocal agreement addressing all future annexations by the City of unincorporated County territory.

2.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the

Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit A. As provided for in the Annexation Principles, the City opts out of preparing and maintaining a Six Year Annexation Plan because at the effective date of this Agreement, the City is considering annexations which comprise the entire Bothell Municipal Urban Growth Area (MUGA) as it exists at the time of this Agreement.

2.3 Establish a framework for future annexations. The City and County intend that this Agreement provide a framework for future annexations within the Bothell MUGA to implement urban development standards within the Bothell MUGA prior to annexation, to plan for and fund capital facilities in the unincorporated portion of the Bothell MUGA, and to enable consistent responses to future annexations.

2.4 Subsequent agreements and interpretations. The City and County recognize that this Agreement includes general statements of principle and policy, and that addenda or amendments to existing interlocal agreements or government service agreements or subsequent agreements on specific topical subjects relating to annexation and service transition may be executed. By way of example only, and not by way of limitation, the City and County contemplate that such subsequent amendments or agreements might address the following types of issues: roads and traffic impact mitigation; surface water management; parks, recreation and open space; police services; fire marshal services; permit review services; revenue- and cost-sharing; common zoning and development standards; and sub-area planning. In addition, a subsequent agreement or an addendum to this Agreement might address issues related to the annexation of a specific area. In the event that any term or provision in this Agreement conflicts with any term or provision in any subsequent agreement, addendum or amendment, the term or provision in the subsequent agreement, addendum or amendment shall prevail unless specifically stated otherwise in this Agreement.

2.5 Applicability. This Agreement applies to all annexations within the geographic areas described in Subsection 2.6 of this Agreement that will be finalized by the City after the effective date of this Agreement.

2.6 Geographic areas eligible for annexation.

2.6.1 Appendix B of the Snohomish County Countywide Planning Policies, as now existing or hereafter amended, identifies the Bothell MUGA in the Southwest Urban Growth Area (SWUGA) Map, which is a component of the County's Countywide Planning Policies. It is within the Bothell MUGA,

as now existing or hereafter amended, in accordance with the Snohomish County Countywide Planning Policies, that the City may consider future annexations. The area of the SWUGA map which shows the Bothell MUGA at the time of the effective date of this Agreement is attached to this Agreement as Exhibit B.

- 2.6.2 If the City proposes any annexation which would include territory located within the SWUGA but outside of the Bothell MUGA as adopted in the Countywide Planning Policies, and the city in whose MUGA such territory is located agrees in writing to the proposed annexation boundaries, the County may not oppose the annexation based solely on such territory being outside of the Bothell MUGA.
- 2.6.3 Pursuant to RCW 35A.14.410, the boundaries arising from an annexation of territory shall not include a portion of the right-of-way of any public street, road, or highway except where the boundary runs from one edge of the right-of-way to the other edge of the right-of-way. When such right-of-way of any public street, road, or highway is included in an annexation proposal, it shall be considered a part of the City's MUGA.

3. GENERAL PROVISIONS

- 3.1 Consistency of Annexation. If the Snohomish County Council finds that a proposed annexation within the Bothell MUGA is consistent with this Agreement, the objectives established in RCW 36.93.180, and the health, safety and general welfare of Snohomish County citizens affected by the annexation, and that an addendum pursuant to Section 16 of this Agreement is completed or is not necessary, the County shall not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 3.2 Public facilities and services. The City and County share a commitment to ensure that public facilities and services which are within the funding capacities of the City and County will be adequate to serve development within the MUGA at the time such development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- 3.3 Reciprocal mitigation and impact fees. The City and County believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions for improvements in the respective jurisdictions. A separate interlocal agreement known as the "*Interlocal Agreement between Snohomish County and the City of Bothell on Reciprocal Mitigation of Transportation Impacts*," which was effective on August 9, 2006, addressing reciprocal transportation impact mitigation, already exists between the City and the

County. Other interlocal agreements on reciprocal mitigation may be negotiated after the effective date of this Agreement as described in Subsection 2.4 of this Agreement. Whether impact fees can be collected and transferred between the County and the City will depend, in part, on the circumstances of any individual annexation and the plans of the jurisdictions to provide improvements for the benefit of the annexed area.

3.4 Joint planning provision. The City and County recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area, to identify ways to jointly provide these facilities, and to identify transition of ownership and maintenance responsibilities as annexations occur. This need may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. By way of example only, and not by way of limitation, joint planning issues may include: planning, design, funding right-of-way acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space; permit review services; revenue and cost-sharing; adoption of common zoning and development standards; and sub-area planning.

3.5 City to adopt County codes and ordinances. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement for the purpose of allowing the County to process and complete permits and fire inspections in annexed areas. Adoption of the County's codes by the City in no way affects projects applied for under the City's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Bothell City Clerk, so that the City Clerk may maintain compliance with RCW 35A.12.140.

3.6 City and County responsibilities. Within their own jurisdictions, the County and the City each have responsibility and authority derived from the Washington State Constitution, state statutes, and any local charter to plan for and regulate uses of land and resultant environmental impacts.

3.7 Intergovernmental cooperation for extra-jurisdictional impacts. The City and the County recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.

3.8 Coordinated Planning. The City and the County recognize that sub-area planning related to interjurisdictional coordination as outlined in the Snohomish County Tomorrow Annexation Principles facilitate the transition of services from the County to the City in the event of an

annexation. Addenda or amendments to existing interlocal agreements or government service agreements, or subsequent agreements on specific topical subjects relating to annexation and service transition, as described in Subsection 2.4 of this Agreement, will reflect joint planning between the City and the County relative to the Snohomish County Tomorrow Annexation Principles.

3.9 Taxes, fees, rates, charges, and other monetary adjustments. In reviewing annexation proposals, the City and County must consider the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided for by state statute.

3.10 Wetland mitigation sites and habitat projects. The City and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The City and County agree that both jurisdictions will benefit from the maintenance and monitoring of publicly constructed and maintained wetland mitigation sites and habitat improvement projects. If such sites or projects exist in an annexation area, the City and County may enter into an agreement prior to the effective date of the annexation to determine responsibility and costs for maintenance and monitoring for wetland mitigation sites and habitat improvement projects.

4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

4.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt and maintain land use designations and zones that will accommodate the population and employment allocations assigned by the County under the GMA for the City and the Bothell MUGA as established in Appendix B of the Countywide Planning Policies for Snohomish County. The City reserves the right to designate and zone land within the City to accommodate such allocations irrespective of internal boundaries between King and Snohomish Counties and between prior City limits and newly annexed territory. Should such designation and zoning result in a different growth allocation for the Snohomish County portion of the City, then consultation with Snohomish County Tomorrow for amendments to Appendix B of the Countywide Planning Policies of Snohomish County shall be required. Nothing in this Subsection 4.1 shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Land Use, Urban Centers and Transit Corridor Requirements. The City agrees to ensure after annexation that the City's comprehensive plan and development regulations will provide for land use designations and zones necessary to support transit corridors designated by the County or a

transit agency or to be consistent with the land use designations and zones adopted by the County in its comprehensive plan prior to annexation.

4.3 Transfer of Development Rights. If an area to be annexed has been designated a Transfer of Development Rights (TDR) receiving area by the County, the City agrees that after annexation, the area shall remain a TDR receiving area or the City shall ensure that other areas of the City are designated TDR receiving areas so that the City's development regulations provide equivalent or greater receiving capacity for receiving TDR certificates and equivalent or greater incentives for the use of TDR certificates.

4.4 City standards. The County agrees to encourage land use project permit applicants within the Bothell MUGA to design projects consistent with the City's urban design and development standards; however, the City agrees that the County can require only that an applicant comply with the County's development regulations. The City agrees to make written recommendations to the County on how proposed land use permit applications could be made consistent with City standards. When approval of a project permit is contingent upon extension of water or sewer service provided by the City, the County agrees to impose only those conditions related to the provision of such service voluntarily negotiated between the property owner or developer and the City as a condition of a water or sewer contract between the property owner or developer and the City, provided that the conditions meet minimum County development standards and mitigation conditions.

4.5 Joint review of permit applications. The City and County recognize that it is in the best interest of both jurisdictions to engage in the shared review of County permit applications within areas anticipated for annexation. The City and County agree to consider a potential subsequent agreement relating to shared permit review.

5. **PROCESSING OF PERMITS IN THE BOTHELL MUGA**

5.1 Definitions. For the purposes of this Agreement, the following definitions apply:

"Building permit application" shall mean an application for printed permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure.

"Associated permit application" shall mean an application for mechanical, electrical, plumbing and/or sign permit for a structure authorized pursuant to a building permit.

"Land use permit application" shall mean an application for any land

use or development permit or approval and shall include, by way of example and not by way of limitation, any of the following: subdivisions, planned residential developments, short subdivisions, binding site plans, single family detached units, conditional uses, special uses, rezones, shoreline substantial development permits, grading or land disturbing activity permits and variances. A "land use permit application" shall not include a "building permit application" except for non-single family building permits for structures greater than 4,000 square feet in size.

"Pending permit applications" shall mean all building permit applications, associated permit applications and land use permit applications respecting real property located in an annexation area that are either (i) still under review by the County on the effective date of the annexation, or (ii) for which a decision has been issued but an administrative appeal is pending on the effective date of the annexation.

"Permit review phase" shall mean a discrete stage of or discrete activity performed during a jurisdiction's review of a pending permit application that has a logical starting and stopping point. By way of example, and not by way of limitation, applications for subdivisions and short subdivisions are deemed to have the following permit review phases: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the County and the City shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

- 5.2 City consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the City timely written notice and review opportunity related to all land use permit applications inside the Bothell MUGA, as defined in Subsection 5.1 of this Agreement. The County will invite City staff to attend meetings between County staff and the applicant relating to such permit applications, including pre-application meetings.
- 5.3 Review of County land use permit applications. All land use permit applications under County jurisdiction in the Bothell MUGA will be reviewed consistent with all applicable laws, regulations, rules, policies and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.
- 5.4 Permits issued by County prior to effective date of annexation. All building permits, associated permits and land use permits and approvals respecting real property located in an annexation area that were issued or

approved by the County prior to the effective date of an annexation shall be given full effect by the City after the annexation becomes effective. Any administrative appeals of such decisions that are filed after the effective date of the annexation shall be filed with the City and handled by the City pursuant to the City's municipal code.

5.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in Subsection 5.4 above shall be enforced by the City after the effective date of an annexation to the same extent the City enforces its own permit conditions. The County agrees to make its employees available, at no cost to the City, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.

5.6 Pending permit applications.

5.6.1 Vesting. The County and the City agree that any complete building permit application, associated permit application or land use permit application respecting real property located in an annexation area that is submitted to the County prior to the effective date of an annexation and that has vested under Washington statutory or common law or the Snohomish County Code shall remain subject to the laws and regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding any subsequent annexation.

5.6.2 Automatic transfer of authority regarding permits. The County and the City understand and agree that the police power with respect to real property located in an annexation area automatically transfers from the County to the City on the effective date of an annexation. The Parties understand and agree that it is the police power that provides local jurisdictions with the authority to impose and implement building and land use regulations. Accordingly, the Parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the City on the effective date of an annexation.

5.6.3 Completing the active phase of review. The County and the City agree that to facilitate an orderly transfer of pending permit applications to the City after the effective date of an annexation, it is desirable for the County to continue processing all pending permit applications through the completion of the permit review phase that was in progress on the effective date of the annexation. Accordingly, beginning on the effective date of any annexation governed by this Agreement, the County shall act as the City's agent for the limited purpose of reviewing and processing all pending permit applications until such time as County personnel have completed the permit review phase that was in progress on the effective

date of the annexation at issue. Upon completion of such permit review phase with respect to any particular pending permit application, the County shall transfer all materials relating to the pending permit application to the City. After such transfer, the City shall perform all remaining permit review and approval activities.

- 5.6.4 Urban Center permit vesting. The County and the City agree that any complete building permit application, associated permit applications or land use permit application respecting Urban Center zoned real property located in an annexation area that is submitted to the County prior to the effective date of an annexation and that has vested under Washington statutory or common law or the Snohomish County Code shall remain subject to the laws and regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding any subsequent annexation.
- 5.6.5 Urban Center permit review. The County shall involve the City in the review of an Urban Center permit application as outlined in chapter 30.34A SCC, the County regulations governing Urban Center development.
- 5.6.6 Urban Center application and annexation. All pending Urban Center permit applications within an annexed area shall be transferred to the City after the effective date of annexation pursuant to provisions of Subsection 5.6.3, but in the event the County and City cannot agree on when the transfer of the Urban Center permit applications shall occur, the County shall continue to review and process the pending Urban Center permit applications until such time the County determines the transfer of permit application is appropriate.
- 5.6.7 Exception for administrative appeals. Notwithstanding anything to the contrary contained in Subsection 5.6.3 and 5.6.6 above, the County and the City agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the City for the purposes of hearing and deciding administrative appeals of permit decisions on behalf of the City, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of an annexation. Accordingly, if the permit review phase that was in progress on the effective date of an annexation was an administrative appeal of a decision made by the County, then that administrative appeal shall be handled as follows: (i) if the appeal hearing has not yet occurred as of the effective date of the annexation, then all materials related to the appeal shall be transferred to the City as soon as reasonably possible after the effective date of the annexation and the appeal shall be handled by the City pursuant to the procedures specified in the City's municipal code; (ii) if the appeal hearing has already occurred as of the effective date of the annexation,

but no decision has yet been issued by the County's quasi-judicial hearing officer or body, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision regarding the administrative appeal on behalf of the City; or (iii) if a decision regarding the administrative appeal was issued by the County's quasi-judicial hearing officer or body prior to the effective date of the annexation, but a timely request for reconsideration was properly filed with the County prior to the effective date of the annexation, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision on reconsideration on behalf of the City.

- 5.6.8 Effect of decisions by the County regarding permit review phases. The City shall respect and give effect to all decisions made by the County regarding those permit review phases for a pending permit application that are completed by the County prior to the transfer of the pending permit application to the City, regardless of whether such decisions were made by the County on its own behalf prior to the effective date of annexation, or on behalf of the City after the effective date of annexation.
- 5.6.9 Proportionate sharing of permit application fees. The County and the City agree to proportionately share the permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. With respect to each pending permit application, the County shall retain that portion of the permit application fees that is allocable to the phases of review completed by the County prior to the effective date of the annexation. In compensation for the County's work in reviewing pending permit applications on behalf of the City, the County shall also retain that portion of the permit application fees that is allocable to the phase(s) of review completed by the County while acting as an agent of the City. The County shall transfer to the City any remaining portion of the permit application fees collected, which shall be commensurate with the amount of work left to be completed with respect to the pending permit application at the time the pending permit application is transferred to the City.
- 5.6.10 Dedications or conveyances of real property. The City and the County acknowledge and agree that after the effective date of an annexation the County Council will have no authority to accept dedications or other conveyances of real property to the public with respect to real property located in the area that has been annexed by the City. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 5, after the effective date of any annexation governed by this Agreement, the approval and acceptance of final plats or other instruments or documents dedicating or conveying to the public an interest in real property located in the annexed area will be transmitted to the City for acceptance by the City Council.

5.7 Judicial appeals of permit decisions. The County shall be responsible for defending, at no cost to the City, any judicial appeals of decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that were made or issued by the County prior to the effective date of the annexation. The City shall be responsible for defending, at no cost to the County, any judicial appeals of decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that are made or issued after the effective date of the annexation, regardless of whether such decisions are made or issued by City personnel or by the County in its capacity as an agent for the City pursuant to Subsection 5.6 of this Agreement.

5.8 Permit renewal or extension. After the effective date of annexation, any request or application to renew or extend a building permit, an associated permit or a land use permit respecting real property located in the annexed area shall be submitted to and processed by the City, regardless of whether such permit was originally issued by the County or the City.

5.9 Administration of bonds. The County's interest in any outstanding performance security, maintenance security or other bond or security device issued or provided to the County to guarantee the performance, maintenance or completion by a permittee of work authorized by or associated with a permit respecting real property located in an annexation area will be assigned or otherwise transferred to the City upon the effective date of the annexation if such assignment or transfer is reasonably feasible. If it is not reasonably feasible for the County to transfer any outstanding bond or security device to the City, whether due to the terms of the bond or security device at issue or for some other reason, then the County shall continue to administer the bond or security device until the earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the City has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the effective date of annexation, the City shall notify the County when either the work guaranteed by the bond or security device is completed, or when the City is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of annexation, the County and the City shall cooperate to perform such foreclosure.

5.10 Building and land use code enforcement cases. Any pending building or

land use code enforcement cases respecting real property located in an annexation area will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees to make its employees available as witnesses at no cost to the City if necessary to prosecute transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

6. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

- 6.1 Records to be transferred. Prior to and following annexation of unincorporated area into the City, and upon the City's request in writing, copies of County records relevant to jurisdiction, the provision of government services and permitting within the annexation area may be copied and transferred to the City in accordance with the procedure identified in Subsection 6.2 of this Agreement. Said records shall include, but are not limited to, the following records from the Snohomish County Department of Public Works, the Snohomish County Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, GIS data and maps in both printed and electronic versions, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services, permitting and jurisdiction from the County to the City. The County reserves the right to withhold confidential or privileged records. In such cases where the County opts to withhold such records, it shall provide the City with a list identifying the records withheld.
- 6.2 Procedure for copying. The City records staff shall discuss with the County records staff the types of records identified in Subsection 6.1 of this Agreement that are available for an annexed area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the City with a list of the available files or records in its custody. The City shall select records from this list and request in writing their transfer from the County to the City. The County shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. All copying costs associated with this process shall be borne by the City. When the copied records are available for transfer to the City, the County shall notify the City and the City shall arrange for their delivery.

6.3 Electronic data. In the event that electronic data or files are requested by the City, the City shall be responsible for acquiring any software licenses that are necessary to use the transferred information.

6.4 Custody of records. The County shall retain permanent custody of all original records. No original records shall be transferred from the County to the City. As the designated custodian of original records, the County shall be responsible for compliance with all legal requirements relating to their retention and destruction as set forth in Subsection 6.5 of this Agreement.

6.5 Records retention and destruction. The County agrees to retain and destroy all public records pursuant to this Agreement consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

6.6 Public records requests. Any requests for copying and inspection of public records shall be the responsibility of the Party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.56 RCW and other applicable law. The City agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not mandated by law.

7. COUNTY CAPITAL FACILITIES REIMBURSEMENT

7.1 Consultation regarding capital expenditures. The County will consult with the City in planning for new local and regional capital construction projects within the Bothell MUGA. The County and City agree to begin consultation regarding existing active County projects within sixty (60) days of approval of this Agreement. Consultation shall include discussions between the County and the City regarding the need for shared responsibilities in implementing capital projects, including the potential for indebtedness by bonding or loans. The City and County shall pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the Bothell MUGA shall be negotiated, where appropriate.

7.2 Continued planning, design, funding, construction, and services for active and future capital projects. Separate interlocal agreements for specific projects will address shared responsibilities for local capital projects and local share of regional capital facilities within the Bothell MUGA and the continued provision of County services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum

under Section 16 of this Agreement will document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.

7.3 Capital facilities finance agreements. The City and County will discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Bothell MUGA. Depending on which jurisdiction has collected revenues, these agreements may include: transfers of future revenues from the City to the County or from the County to the City; proportionate share reimbursements from the City to the County or from the County to the City; and City assumption of County debt service responsibility (or County assumption of City debt service responsibility) for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both Parties agree that there should not be any reimbursement for capital facility projects that have already been paid for by the citizens of the annexing area by means such as special taxes or assessments, traffic mitigation, or other attributable funding sources.

7.4 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms. After annexation, the City agrees to continue administering any non-protest agreements, latecomer's assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Bothell MUGA. In addition to the recorded documents, the County will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements described in this Subsection 7.4, the County agrees to transfer a proportionate share of the administration fee collected to the City, commensurate with the amount of work left to be completed on the agreement. The proportionate share will be based on the County's fee schedule.

8. ROADS AND TRANSPORTATION

8.1 Annexation of County road right-of-ways. Except for noncontiguous municipal purpose annexations under RCW 35.13.180 or 35A.14.300, the City agrees to propose annexation of the entire right-of-way of County roads adjacent to an annexation boundary. As used in Section 8 of this Agreement, "County road" means "County road" as defined in RCW 36.75.010(6). The City agrees to assume full ownership, legal control and

maintenance responsibility for County roads and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.

8.2 Road maintenance responsibility. Where possible, the City agrees to annex continuous segments of County road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating City and County road ownership. Where annexation of segments of County road are unavoidable, the City and County agree to consider a governmental services agreement providing for maintenance of the entire County road segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.

8.3 Traffic Mitigation and Capital Facilities

8.3.1 Reciprocal impact mitigation. The City and County have agreed to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in the *"Interlocal Agreement between Snohomish County and the City of Bothell on Reciprocal Mitigation of Transportation Impacts,"* which was effective on August 9, 2006. In addition to the agreement adopted on August 9, 2006 and referenced in this Subsection 8.3.1, the Parties may enter into another agreement that addresses implementation of common MUGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.

8.3.2 Transfer of road impact fees. The County collects road impact fees pursuant to Chapter 30.66B of the Snohomish County Code. Where the annexation area includes system improvements for which road impact fees have been collected and which remain programmed for improvements, the County and City will negotiate transfers of all or a portion of these fees to the City to construct the improvements. Any issues relating to unbudgeted improvements for the annexation area shall be resolved prior to the transfer of any road impact fees. Road impact fees shall not be transferred to the City until maintenance and ownership responsibilities of road system improvements have been determined.

8.3.3 Reimbursement for transportation-related capital facilities investment. There will be no reimbursement from the City to the County for existing capital improvements. However, the County and the City may agree to develop separate agreements for cost sharing for new capital improvement projects.

8.4 Joint planning for transit-oriented development implementation. The City and County agree to cooperate on the development of transit-oriented

development regulations and transit supportive policies to implement County and City comprehensive planning policies.

- 8.5 Maintenance services. The City and County agree to evaluate whether an interlocal agreement addressing maintenance of roads, traffic signals, or other transportation facilities will be appropriate. Any County maintenance within an annexation area after the effective date of an annexation will be by separate service agreement negotiated between the City and County.

9. SURFACE WATER MANAGEMENT

- 9.1 Legal control and maintenance responsibilities. If an annexation area includes surface water management improvements or facilities (i) in which the County has an ownership interest, (ii) over or to which the County has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) with respect to which the County has maintenance responsibilities, all such rights and responsibilities shall be transferred to the City by the end of the calendar year in which the annexation becomes effective, except as otherwise negotiated between the City and County in any subsequent agreements. The County agrees to provide a list of all such known surface water management improvements and facilities to the City prior to the start of negotiations. If the County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the City and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.
- 9.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas. Watershed management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an annexation, the City hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services, which do not include servicing of drainage systems in road rights-of-way, will be provided through the calendar year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County.

9.3 Compliance with NPDES Municipal Stormwater Permit. The parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the City's Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. Notwithstanding the County's continued provision of stormwater management services in an annexation area pursuant to Subsection 9.2 above, the City expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the City shall be solely responsible for ensuring the requirements of the City's NPDES Permit are met with respect to the annexation area, and (ii) any stormwater management services the County continues to provide in the annexation area pursuant to Section 9.2 above will not be designed or intended to ensure or guarantee compliance with the requirements of the City's Phase II NPDES Permit.

9.4 Access during remainder of calendar year in which annexation occurs. To ensure the County is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2 above, the City shall provide the County with reasonable access to all portions of the annexation area in which such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

9.5 Government service agreements. The County and City intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

10. SOLID WASTE MANAGEMENT

The City and County agree that solid waste management and disposal within an annexation area of the City shall be governed by the terms and conditions set forth in the "Agreement Between the City of Bothell and Snohomish County Concerning Solid Waste Management" dated

JUNE 28, 2011.

11. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

11.1 Local or community parks. If an annexed area includes parks, open space or recreational facilities that are listed in the Snohomish County Comprehensive Parks and Recreation Plan as a local or community park,

the City agrees to assume maintenance, operation and ownership responsibilities for the facilities identified in the map attached to this Agreement as Exhibit D upon the effective date of annexation unless the Parties have adopted an agreement for an alternate mutually acceptable date. In addition, the City's maintenance, operation and ownership responsibilities may not apply when prior to annexation the County declares its intention to retain ownership of the park, open space or recreational facility pursuant to Subsection 11.2 of this Agreement.

11.2. County retention of ownership. The County, in its own discretion and after consulting with the City, will determine whether to retain ownership of a park, open space or recreational facility (collectively "facility") described in Subsection 11.1 of this Agreement based on consideration of the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:

- The facility has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation;
- There are efficiencies with the County's operation or maintenance of the facility;
- The County has made a substantial capital investment in the facility, including but not limited to the purchase of the facility property, the development of the facility, and the construction of the facility;
- There are specialized stewardship or maintenance issues associated with the facility that the County is best equipped to address;
- The facility generates revenue that is part of the larger County park operation budget;
- The facility serves as a regional park or is part of the County's trail system and should remain a part of the County's regional network; and
- Retaining ownership of the facility is consistent with the Snohomish County Tomorrow Annexation Principles.

11.3 Joint planning for parks, recreation and open space. The City and County may, upon the effective date of this Agreement, establish an interlocal agreement for parks, open space and recreational facilities. Such an interlocal agreement shall be based upon the City and County's efforts to provide parks, recreational facilities and open space within the Bothell MUGA and surrounding area. Any subsequently adopted agreement for park, open space, and recreational facilities shall be consistent with the joint planning efforts of the City and County under the Snohomish County Tomorrow Annexation Principles, establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services, and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

12. POLICE SERVICES

As provided by law, at the effective date of annexation police services responsibility will transfer to the City. However, the City and County may agree to discuss the need for developing a contract for police services in order to accommodate the needed transfer of police services within an annexed area and the unincorporated MUGA. Upon request of the City, the Snohomish County Sheriff's Office will provide detailed service and cost information for the area to be annexed. This request to the Sheriff's Office for detailed service and cost information for police contract services does not preclude the City from seeking additional service and cost information proposals for similar services from other governmental entities. Agreements between the City and County will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400. If the timing of the notification of the effective date for an annexation is such that SNOPAC 911 has already adopted its budget, the City is responsible for the SNOPAC 911 assessment to the Sheriff's Office for the remainder of the adopted SNOPAC 911 budget period.

13. CRIMINAL JUSTICE SERVICES

Criminal Justice System Services – All misdemeanor crimes that occur within an annexation area prior to the effective date of annexation will be considered misdemeanor crimes within the jurisdiction of Snohomish County for the purposes of determining financial responsibility for criminal justice system services, including but not limited to prosecution, court costs, jail fees and services, assigned counsel, jury and witness fees, and interpreter fees. On and after the effective date of any annexation, all misdemeanor crimes that occur in the annexation area will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility for such criminal justice system services.

14. FIRE MARSHAL SERVICES

- 14.1 County to complete certain annual fire inspections. The County agrees to process and complete only those fire inspections in an annexed area that were scheduled and occur before the effective date of the annexation. All other inspections will be conducted by the City.
- 14.2 County to complete certain fire code enforcement cases. The County will complete through final disposition any fire code enforcement cases within an annexation area pending at the effective date of an annexation, after review and consultation of the violation(s) by the City Fire Marshal or his/her designee. After final disposition, any further action or enforcement will be at the discretion of the City.

15. STATUS OF COUNTY EMPLOYEES

Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of an annexation area where such County employees make application with the City per the City hiring process and meet the minimum qualifications for employment with the City and provided further that the City consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400. The County shall in a timely manner provide the City with a list of those employees expressing a desire to be considered for employment with the City.

16. ADDENDA AND AMENDMENTS

- 16.1 Addenda related to annexation. At the discretion of the Parties, an addendum to this Agreement may be prepared for each annexation by the City to address any issues specific to a particular annexation.
- 16.2 Amendments. The City and County recognize that amendments to this Agreement may be necessary.
- 16.3 Process for addending or amending this Agreement. An addendum or amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any addendum or amendment to this Agreement shall be executed in the same manner as this Agreement.
- 16.4 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

17. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

18. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of its own legal representation. Either Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the Parties.

prior to any Boundary Review Board hearing on a proposed annexation, if possible.

19. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

20. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all Parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

21. NONDISCRIMINATION

The City shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the City of the City's compliance with the requirements of Chapter 2.460 SCC. If the City is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.

22. EFFECTIVE DATE, DURATION AND TERMINATION

22.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the Parties hereto and the signing of the Agreement by the duly authorized representative of each of the Parties hereto.

22.2 Duration. This Agreement shall be in full force and effect through December 31, 2029. If the Parties desire to continue the terms of the existing Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

22.3 Termination. Either Party may terminate this Agreement at the end of a calendar year provided the terminating Party provides not less than one

hundred eighty (180) days advance written notice to the other Party prior to the date of termination. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

23. INDEMNIFICATION AND LIABILITY

- 23.1 This Section shall govern the legal relationship of the Parties with regard to claims for damages and claims arising out of requests for mitigation.
- 23.2 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- 23.3 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- 23.4 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each Party's liability hereunder shall be only to the extent of that Party's negligence.
- 23.5 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

24. SEVERABILITY

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

25. EXERCISE OF RIGHTS OR REMEDIES

Failure of either Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either Party and shall not prevent either Party from pursuing that right at any future time.

26. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to Subsection 6.5 of this Agreement.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning annexation within the Bothell MUGA, except as set forth in Subsection 2.4 and Sections 10, 16 and 19 of this Agreement.

28. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

29. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 22.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

30. FILING

A copy of this Agreement shall be filed with the Bothell City Clerk and recorded with the Snohomish County Auditor's Office.

31. ADMINSTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

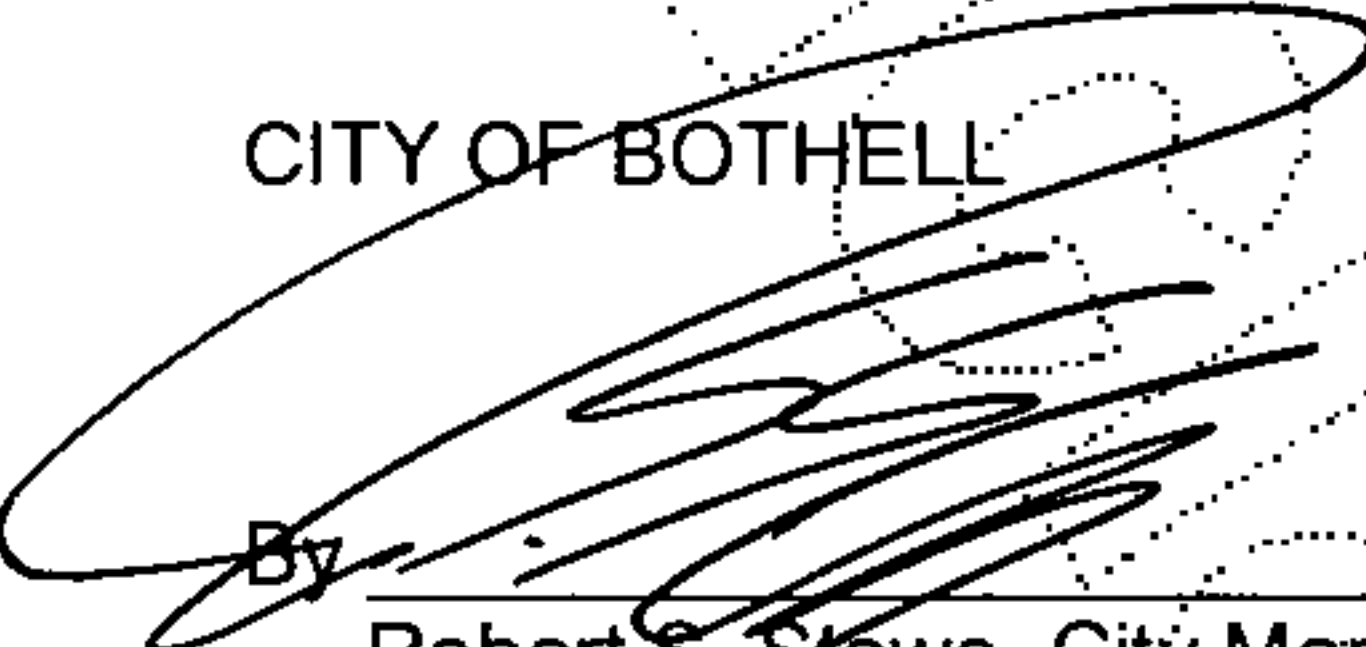
Bill Wiselogle, Comm. Dev. Dir.
City of Bothell
9654 NE 182nd Street
Bothell, WA 98011
(425) 486-8152

Richard Craig, Senior Planner
Snohomish County
Dept. of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

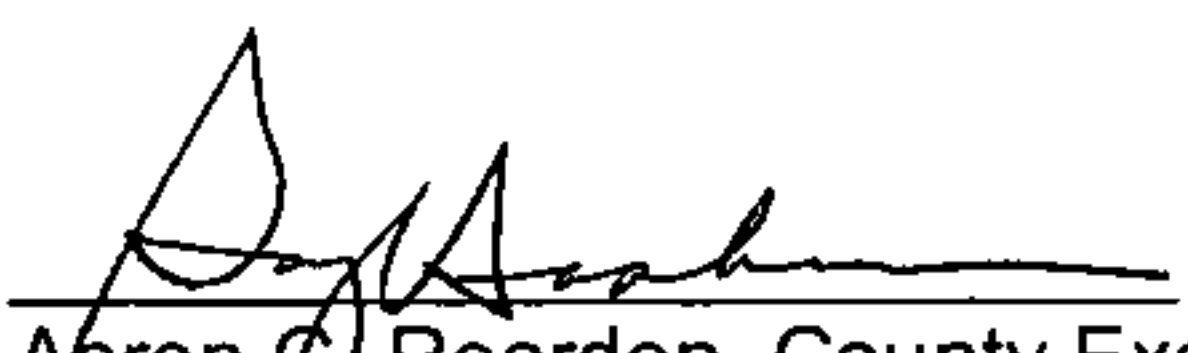
IN WITNESS WHEREOF, the Parties have signed this Agreement, effective on the later date indicated below.

CITY OF BOTHELL

SNOHOMISH COUNTY

By 
Robert S. Stowe, City Manager

Date 6/28/11

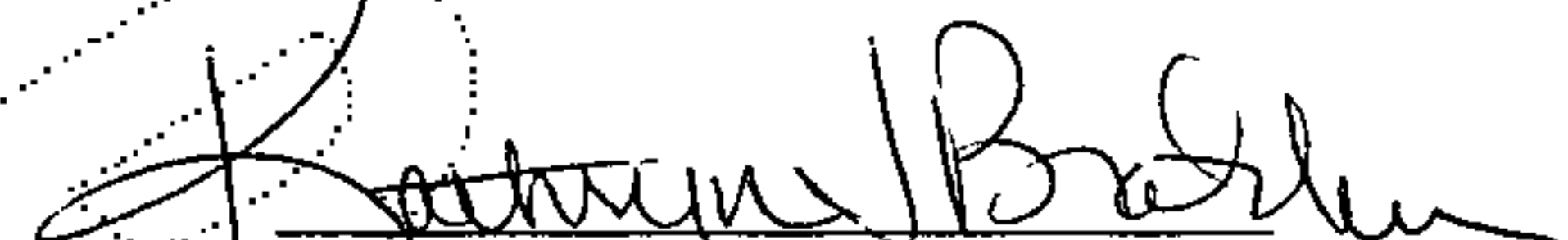
By 
for: Aaron G. Reardon, County Executive

Date 6/21/11 **GARY HAAKENSEN**
Deputy County Executive

ATTEST:

ATTEST:


JoAnne Trudel
City Clerk

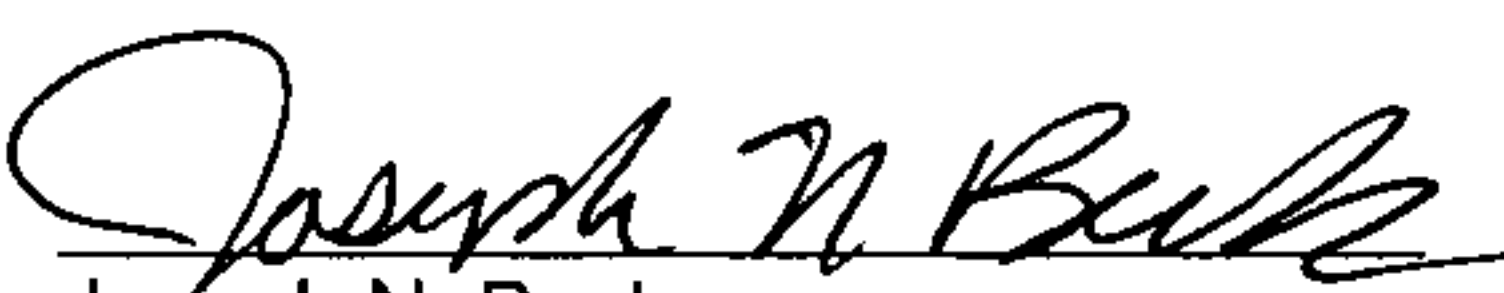

Kathryn Bratcher
Clerk of the County Council

Approved as to form:

Approved as to form:

Office of the City Attorney

Snohomish County Prosecuting
Attorney


Joseph N. Beck
Attorney for the City of Bothell

Deputy Prosecuting Attorney for
Snohomish County

COUNCIL USE ONLY	
Approved:	<u>6-15-11</u>
Docfile:	<u>D-11</u>

EXHIBIT A

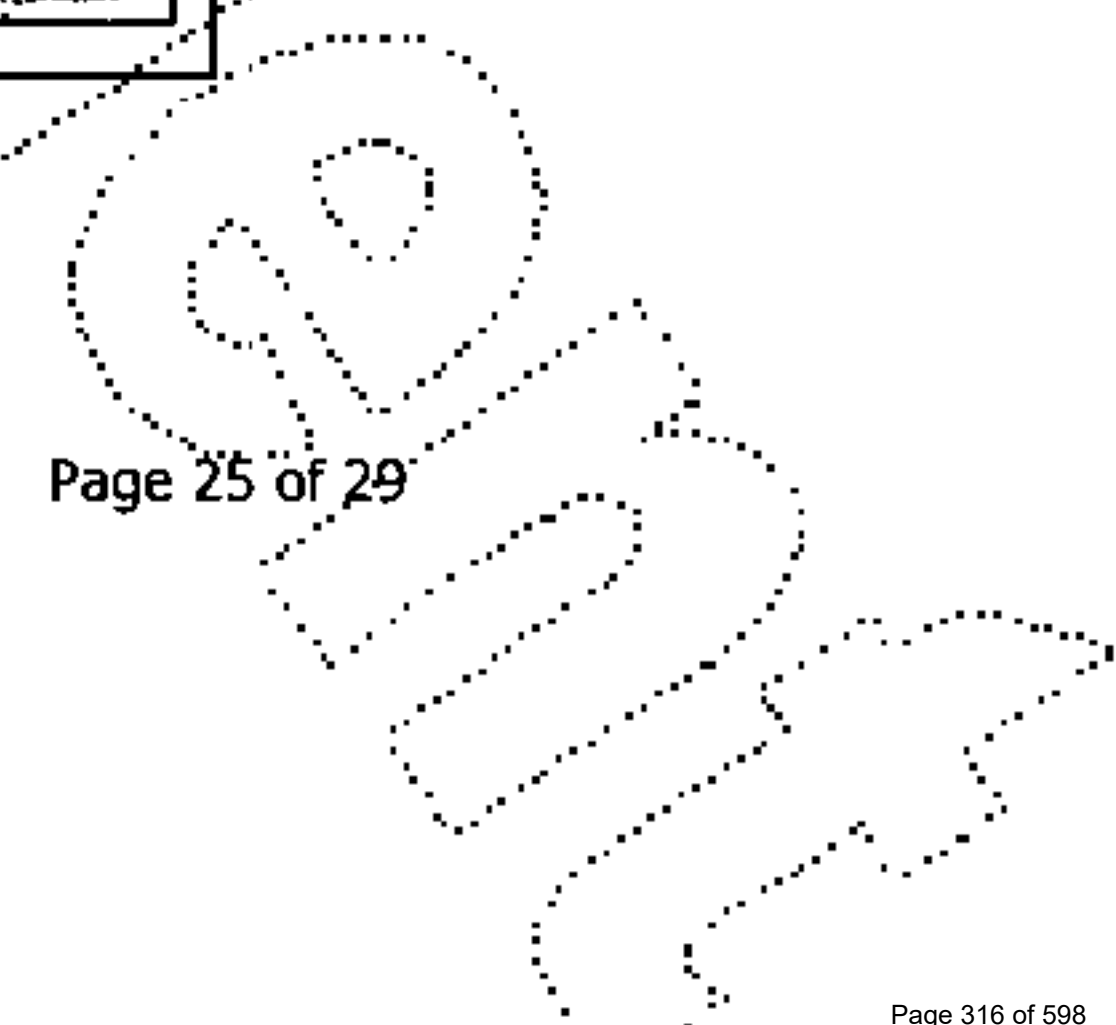


EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The county and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city, and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of

land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

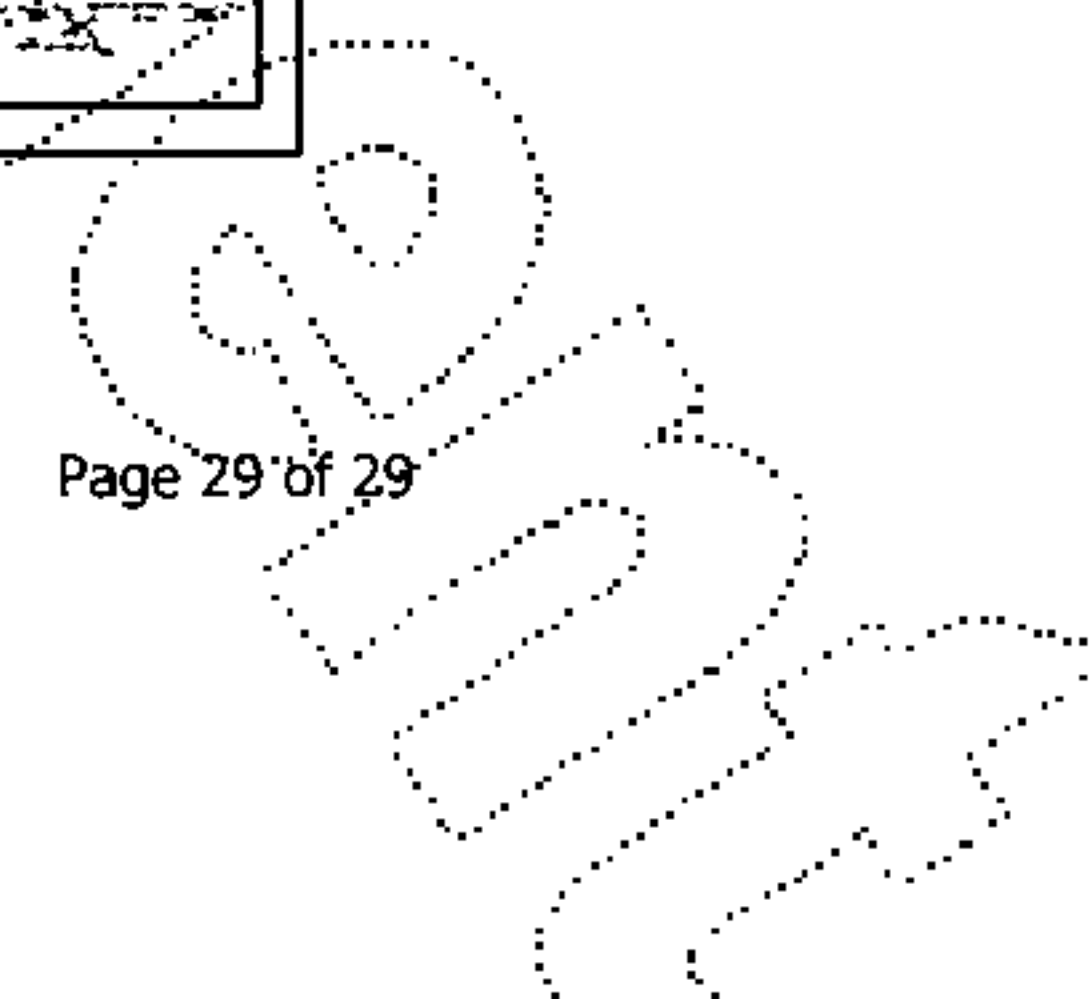
The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county:

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY CITY**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES:
Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.34A, entitled URBAN CENTER DEVELOPMENT
- E. SCC Chapter 30.41A, entitled SUBDIVISIONS
- F. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- G. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- H. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- I. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- J. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- K. SCC Chapter 30.52A, entitled BUILDING CODE
- L. SCC Chapter 30.52B, entitled MECHANICAL CODE
- M. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY
CODE
- N. SCC Chapter 30.52D, entitled ENERGY CODE
- O. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- P. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- Q. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- R. SCC Chapter 30.53A, entitled FIRE CODE
- S. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- T. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT
MITIGATION
- U. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD
IMPACT MITIGATION
- V. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- W. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended

EXHIBIT



After Recording Return to:

Assistant Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

201107080090 CONFORMED COPY
07/08/2011 9:41am \$0.00 7 PGS
SNOHOMISH COUNTY, WASHINGTON

Agencies: Snohomish County and City of Bothell
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

AGREEMENT BETWEEN THE CITY OF BOTHELL AND SNOHOMISH COUNTY CONCERNING SOLID WASTE MANAGEMENT

PARTIES

This Agreement ("Agreement") is made by and between the City of Bothell ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to RCW 35.21.152.

RECITALS.

RCW 35.21.152 provides, in part, that cities may designate disposal sites for Solid Waste collected within their boundaries:

A city or town may enter into agreements with public or private parties to: (1) Construct, lease, purchase, acquire, manage, maintain, utilize, or operate publicly or privately owned or operated solid waste handling systems, plants, sites, or other facilities; (2) establish rates and charges for those systems, plants, sites, or other facilities; (3) designate particular publicly or privately owned or operated systems, plants, sites, or other facilities as disposal sites Any agreement entered into shall be for such term and under such conditions as may be determined by the legislative authority of the city or town.

This Agreement is undertaken pursuant to the authority of RCW 35.21.152.

1. PURPOSE/ APPLICABILITY

1.1 Purpose. The purpose of this Agreement is to establish and designate the Solid Waste authority for Solid Waste generated in the City.

1.2 Applicability.

1.2.1 The Solid Waste authority for those portions of the City located in both King and Snohomish Counties as the City's boundaries exist on January 1, 2011, and all areas of King County later annexed to the City, shall remain King County in accordance with the "Solid Waste Interlocal Agreement" between King County and the City of Bothell effective January 1, 1988.

1.2.2 The Solid Waste authority for all portions of the City located in Snohomish County that are annexed into the City after January 1, 2011 shall be Snohomish County.

2. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

2.1 "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the Snohomish County Comprehensive Solid Waste Management Plan issued in January 2004, and as amended from time to time.

2.2 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

2.3 "Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes listed in WAC 173-304-015 as may be amended from time to time.

2.4 "Solid Waste Handling" means the management, storage, collection, transportation, treatment, utilization, processing, and final disposal of Solid Wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from such wastes or the conversion of the energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to RCW 70.95.030 (23).

2.5 "System" means all facilities for Solid Waste Handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.

3. SOLID WASTE MANAGEMENT

3.1 Planning Authority. The County agrees to provide Solid Waste management services for solid waste generated and/or collected within the portion of the City described in Section 1.2.2. The provision of such services would commence at the time the first annexation to the City after January 1, 2011 has been approved. The County shall serve as the planning authority within such areas for Solid Waste including moderate risk waste but shall not be responsible for the planning of hazardous or

dangerous waste or any other planning responsibility that is specifically designated by State or Federal statute. The County shall develop waste stream forecasts as part of the comprehensive planning process and assumes all risks related to facility sizing based upon such forecasts. For the duration of this Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to chapter 70.95 RCW as may be amended from time to time. For the duration of this Agreement the City, in conformity with RCW 70.95.080 (3), as may be amended from time to time, authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of Solid Waste generated within the portion of its corporate limits described in Section 1.2.2.

3.2 Disposal of Solid Waste. The County shall continue to provide for the efficient disposal of all Solid Waste generated within unincorporated areas of the County and within the portion of the City described in Section 1.2.2 of this Agreement, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3.3 Rates and Operations. The County shall be the operating authority for transfer, processing and disposal facilities for Solid Waste generated and/or collected within the portion of the City described in Section 1.2.2. The County shall provide support and technical assistance to the City in regards to educational materials related to waste reduction and recycling strategies. The City, an entity designated by the City or such other entity as is authorized by state law, shall serve as the operation authority for Solid Waste collection services provided within the City's corporate limits. In establishing or amending disposal rates for System users, the County may adopt, by motion, rates necessary to recover all costs of operation including the costs of handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements and the closure of landfills which are or were operated by the County. The County shall establish classes of service for basic Solid Waste management services and by motion, establish rates for users of each class.

3.4 Flow Control. The City shall by ordinance designate the County System for the disposal of all Solid Waste including moderate risk waste generated and/or collected within the portion of the City described in Section 1.2.2. The City shall authorize the County to designate disposal sites for the disposal of all Solid Waste including moderate risk waste generated and/or collected within the portion of the City described in Section 1.2.2, except for Solid Waste which is eliminated through waste reduction or waste recycling activities consistent with the Comprehensive Solid Waste Management Plan. No Solid Waste generated or collected within the portion of the City described in Section 1.2.2 shall be diverted from the designated disposal sites without County approval. The designation of the County in this section shall not reduce or otherwise affect the City's control over Solid Waste collection as permitted by applicable state law.

3.5 Household Hazardous Waste. The County shall provide for the disposal of household hazardous wastes generated by residential households located in the portion of the City that is subject to this Agreement at the System's existing Moderate Risk Waste Facility, or in another reasonable and similarly convenient manner.

4. ENFORCEMENT

The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of Solid Waste at sites designated by the County. The City shall cooperate with the County in its enforcement efforts, and by ordinance shall provide that any person that disposes of Solid Waste generated within that portion of the City described in Section 1.2.2, at a site other than a site designated by the County, will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action, and the City possesses that authority, the County may request that the City bring such enforcement action. The City shall comply with any such request, or through the exercise of its authority under Chapter 35.21 RCW as may be amended from time to time, ensure that Solid Waste generated within that portion of the City described in Section 1.2.2, is disposed of at those sites designated by the County. The County shall pay as System costs all reasonable costs incurred by the City in taking such enforcement or other actions that are requested in writing by the County.

5. INDEMNIFICATION

5.1 The County shall indemnify and hold harmless and defend the City against any and all claims by third parties arising out of the County's operations of the System, and shall have the right to settle those claims by third parties, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. The County's agreement to indemnify the City for any and all claims arising out of the County's operation of the System extends to all claims caused by the actions of officers or agents of the County, including but not limited to actions which constitute misfeasance, or intentional misconduct or wrongdoing, even if the cost of such claims is held by a court of competent jurisdiction to not be a proper cost to the System. For the purpose of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include claims arising out of the collection of solid waste within the City prior to its delivery to a disposal site designated by the County or other activities under the control of the City.

5.2 If the County acts to defend the City against a claim, the City shall cooperate with the County.

5.3 The County shall defend the City against any challenge, whether judicially or before an administrative hearings panel, to the Comprehensive Plan elements adopted pursuant to this Agreement.

5.4 For purposes of this section, reference to the City and to the County shall be deemed to include the officers, agents and employees of such party, acting within the scope of their authority.

6. DURATION

This Agreement shall continue to be in full force and effect until December 31, 2057, unless terminated as described in the following paragraph.

7. REVISION, AMENDMENT, SUPPLEMENTATION OR TERMINATION

This Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised, amended or supplemented, or the Agreement as a whole may be terminated only upon the written agreement of the parties executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any contractual obligation of the County.

8. PRIOR AGREEMENT SUPERCEDED This Agreement entirely supercedes and replaces the "Interlocal Agreement Between Snohomish County and the City of Bothell to Address Disposal of Bothell's Solid Waste" dated October 28, 1992.

9. NONDISCRIMINATION The City shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Interlocal Agreement constitutes a certification by the City of the City's compliance with the requirements of Chapter 2.460 SCC. If the City is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Interlocal Agreement may be subject to a declaration of default and termination at Snohomish County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.

10. SEVERABILITY

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

11. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not

be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

12. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. The parties shall retain and destroy all public records pursuant to this Agreement in a manner consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

13. NO THIRD PARTY BENEFICIARIES

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

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

15. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

16. FILING

A copy of this Agreement shall be filed with the Bothell City Clerk and recorded with the Snohomish County Auditor's Office.

17. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

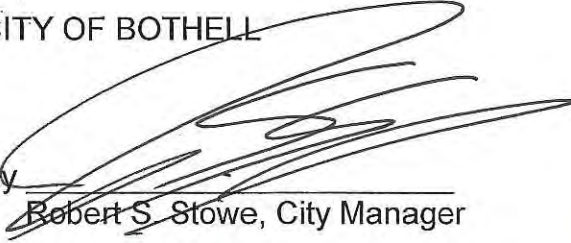
The Administrators and contact persons for this Agreement are:

Bill Wiselogle, Comm. Dev. Dir.
City of Bothell
9654 NE 182nd Street
Bothell, WA 98011

Matt Zybas, Solid Waste Dir.
Snohomish County
Dept. of Public Works
3000 Rockefeller Avenue
Everett, WA 98201

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

CITY OF BOTHELL

By 
Robert S. Stowe, City Manager

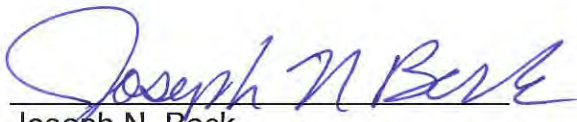
Date 6/28/11

ATTEST:


JoAnne Trudel
City Clerk

Approved as to form:

Office of the City Attorney

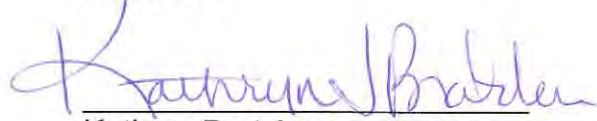

Joseph N. Beck
Attorney for the City of Bothell

SNOHOMISH COUNTY

By 
for: Aaron G. Reardon, County Executive

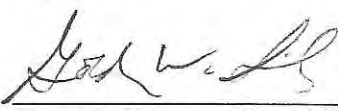
Date 6/28/11 **GARY HAAKENSEN**
Deputy County Executive

ATTEST:


Kathryn Bratcher
Clerk of the County Council

Approved as to form:

Snohomish County Prosecuting
Attorney

 5/13/11
Deputy Prosecuting Attorney for
Snohomish County

COUNCIL ONLY	
Approved:	<u>6-15-11</u>
Docfile:	<u>D-13</u>

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE 11 - 035

RELATING TO SOLID WASTE MANAGEMENT;
APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE THE AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF BOTHELL REGARDING DISPOSAL OF SOLID WASTE
GENERATED IN AREAS ANNEXED BY THE CITY OF BOTHELL
AFTER JANUARY 1, 2011

WHEREAS, the Snohomish County Solid Waste Division currently provides solid waste planning and management services to unincorporated portions of Bothell's Municipal Urban Growth Area (MUGA); and

WHEREAS, Snohomish County and The City of Bothell desire to maintain Snohomish County's authority for the planning and management of solid waste services for this geographic area; and

WHEREAS, The City of Bothell is a signatory to the King County Solid Waste Management Plan and has an interlocal agreement with King County for the planning and management of solid waste generated within the incorporated boundaries of Bothell; and

WHEREAS, King County has agreed that any future annexations by the City of Bothell of Snohomish County lands occurring after January 1, 2011 should fall within the jurisdiction of Snohomish County for purposes of solid waste planning and management, including designation of disposal sites for solid waste generated in these areas ; and

WHEREAS, the Council believes that health and safety and the best interests of the citizens of Snohomish County would be served by maintaining the current boundaries for solid waste management and disposal, as they currently exist, in Snohomish County;

ORDINANCE 11 - 035
RELATING TO SOLID WASTE MANAGEMENT;
APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE THE AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF BOTHELL REGARDING DISPOSAL OF SOLID WASTE, ETC.

NOW, THEREFORE, BE IT ORDAINED:

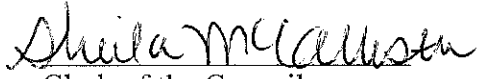
Section 1. The Snohomish County Council hereby approves and authorizes the County Executive to sign the interlocal agreement titled "Agreement Between The City of Bothell and Snohomish County Concerning Solid Waste Management" substantially in the form of Exhibit A attached hereto.

PASSED this 15th day of June, 2011

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

ATTEST:

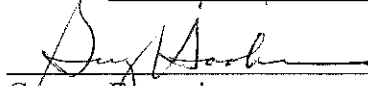

Clerk of the Council

☒ APPROVED

☐ EMERGENCY

☐ VETOED

DATE: 6/20/11


for: County Executive

GARY HAAKENSON
Deputy County Executive

ATTEST:



Approved as to form only:

 5/17/11
Deputy Prosecuting Attorney

ORDINANCE 11-035
RELATING TO SOLID WASTE MANAGEMENT;
APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE THE AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF BOTHELL REGARDING DISPOSAL OF SOLID WASTE, ETC.

Return to:
County Council, *sm*
M/S 609



201108040007 4 PGS
08/04/2011 8:53am \$0.00
SNOHOMISH COUNTY, WASHINGTON

Please print neatly or type information:
Document Title(s)

Interlocal Agreement w/ King County

Reference Number(s) of related documents:

Additional Reference #'s on page _____

Grantor(s) (Last, First, and Middle Initial)

King County

Additional Grantors on page _____

Grantee(s) (Last, First, and Middle Initial)

Snohomish County

Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

n/a

Complete legal on page _____

Assessor's Property Tax Parcel/Account Number

n/a

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND SNOHOMISH COUNTY RELATED TO SOLID WASTE DISPOSAL

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") BETWEEN KING COUNTY ("King County") AND SNOHOMISH COUNTY ("Snohomish County") RELATED TO SOLID WASTE DISPOSAL is entered into on this 22nd day of July, 2011. Collectively, King County and Snohomish County are referred to as the "Parties."

1. Recitals.

1.1 King County and the City of Bothell entered into the Solid Waste Interlocal Agreement ("Agreement") with an effective date of January 1, 1988, to establish the parties' rights and responsibilities with respect to disposal of solid waste generated and/or collected within the corporate limits of the City.

1.2 The City of Bothell wishes to amend the Agreement to allow solid waste generated in areas of Snohomish County annexed to the City after January 1, 2011 to be disposed through the Snohomish County solid waste system, and King County has indicated a willingness to consider such an amendment on certain terms and conditions.

2. Agreement.

2.1 The Parties agree that Snohomish County may require through an agreement with the City of Bothell that solid waste generated or collected within areas of Snohomish County that are annexed to the corporate limits of the City of Bothell after January 1, 2011, be disposed through the Snohomish County solid waste system throughout the term of this Interlocal Agreement.

2.2 The Parties agree that the Agreement requires that solid waste generated or collected within all other portions of the corporate limits of the City of Bothell (either within or outside King County) be disposed of through the King County Solid Waste system throughout the term of the Agreement, as it may be extended from time to time.

2.3 This Interlocal Agreement does not create any cause of action or other rights in the Parties in any way related to any agreement between the City of Bothell and King County or between the City of Bothell and Snohomish County that addresses disposal of solid waste generated or collected within the corporate limits of the City.

3. Effective Date.

This Interlocal Agreement shall become effective when all of the following have occurred: 1) the Parties have duly authorized and executed this Interlocal Agreement, 2) this Interlocal Agreement has been filed and recorded as provided in Paragraph 9, and 3) King County and Bothell have duly authorized and executed AMENDMENT NO. 1 TO THE SOLID WASTE INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN KING COUNTY AND THE CITY OF BOTHELL as attached to King County Proposed Ordinance 2011-0248.

4. Duration/Term.

This Interlocal Agreement shall continue to be in full force and effect through December 31, 2057 unless terminated earlier by mutual written agreement of the Parties.

5. Revision, Amendment or Supplementation.

The terms of this Interlocal Agreement may be revised, amended or supplemented only by written agreement of the Parties. Any revision, amendment or supplement shall be approved with the same formalities as the original. No revision, amendment or supplementation shall be adopted or put into effect if it impairs any contractual right or obligation of either King County or Snohomish County.

6. Nondiscrimination.

King County shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Interlocal Agreement constitutes a certification by King County of King County's compliance with the requirements of Chapter 2.460 SCC. If King County is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Interlocal Agreement may be subject to a declaration of default and termination at Snohomish County's discretion. This provision shall not affect King County's obligations under other federal, state, or local laws against discrimination.

7. No Separate Legal Or Administrative Agency/Administration/Handling Of Property.

7.1 No separate legal or administrative agency is created by this Interlocal Agreement.

7.2 No personal or real property will be jointly acquired to carry out the terms of this Interlocal Agreement.

7.3 Administration of this Interlocal Agreement shall be by the following county representatives:

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

Snohomish County Solid Waste Division
Director
M/S 607
3000 Rockefeller Ave.
Everett, WA 98201

8. No Third Party Beneficiaries.

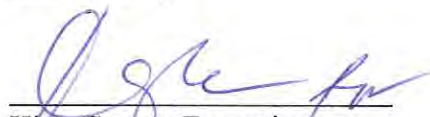
No other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

9. Filing.

A copy of this Interlocal Agreement shall be filed and recorded with the Snohomish County Auditor's Office and with the King County Records and Licensing Services Division.

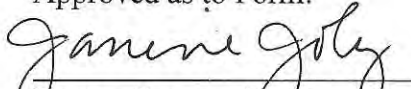
IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement on the dates indicated.

King County


King County Executive

Date: 7/22/2011

Approved as to Form:


Deputy Prosecuting Attorney

Snohomish County


for: Snohomish County Executive

Date: 6/20/11

GARY HAAKENSEN
Deputy County Executive

Approved as to Form:

 6/13/11
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	6-15-11
Docfile:	D-12



**AMENDMENT NO. 1 TO THE SOLID WASTE INTERLOCAL AGREEMENT
("AGREEMENT") BETWEEN KING COUNTY AND THE CITY OF BOTHELL**

Whereas, King County ("County") and the City of Bothell ("City") entered into an Agreement with an effective date of January 1, 1988, to establish the parties' rights and responsibilities with respect to disposal of solid waste generated and/or collected within the corporate limits of the City; and

Whereas, the Agreement provides that the City shall authorize the County to designate disposal sites for the disposal of all solid waste, including moderate risk waste generated or collected within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities consistent with the King County Comprehensive Solid Waste Management Plan; and

Whereas, the Agreement further provides that no solid waste generated or collected within the City may be diverted from the designated disposal sites without County approval; and

Whereas, King County has designated facilities comprising the King County solid waste system for the disposal of solid waste generated and/or collected within the City; and

Whereas, effective April 30, 1992, the City annexed certain territory located in Snohomish County known as the "Canyon Park Area;" and

Whereas, to address the contractual obligation between the City and the County, the City entered into an agreement with Snohomish County dated October 28, 1992 providing that all solid waste generated in the City, including the Canyon Park Area, would be disposed of in the King County system; and

Whereas, the City is contemplating the annexation of additional territory in Snohomish County; and

Whereas, the City wishes to amend the Agreement with the County to allow solid waste generated in areas of Snohomish County annexed to the City after January 1, 2011 to be disposed through the Snohomish County solid waste system, and the County is willing to agree to such an amendment in exchange for an extension in the term of the Agreement; and

Whereas, the parties wish to amend the Agreement to the extent provided below.

Now therefore, the parties agree to the following amendments:

Section III. DURATION

The Agreement shall remain in effect through December 31, 2057.

Section VI. GENERAL OBLIGATION OF PARTIES

A new paragraph 6.1.h shall be added to read:

This Agreement shall not be construed to impose any contractual obligations on the County related to solid waste that the City disposes of through the Snohomish County solid waste system.

A new paragraph 6.2.c shall be added to read:

Notwithstanding paragraph 6.2b., the City may dispose of solid waste collected in areas of Snohomish County that are annexed to the City after January 1, 2011 through the Snohomish County solid waste system and may authorize Snohomish County to designate disposal sites for such solid waste; solid waste generated or collected within all other portions of the corporate limits of the City (either within or outside King County) shall be disposed through the King County solid waste system throughout the term of the Agreement at sites designated by King County.

VIII. LIABILITY

A new section 8.7 shall be added to read:

The City shall indemnify and hold harmless the County and shall have the right and duty to defend the County through the City's attorneys against any and all claims arising out of the City's disposal of solid waste through the Snohomish County solid waste system. In providing such defense of the County, the City shall exercise good faith in such defense or settlement so as to protect the County's interest.

A new section 8.8 shall be added to read:

In the event the County incurs attorney fees and/or costs to enforce the provisions of this Agreement due to the City's actions or failure to act, including, without limitation, provisions related to the City's obligations to cause the delivery of solid waste to County-designated disposal sites during the term of the Agreement, such attorney fees and costs shall be recoverable from the City in the event that the County prevails in a court of competent jurisdiction and/or the City is found to be at fault by a court of competent jurisdiction.

All other terms and conditions provided in the Agreement shall continue in effect throughout the duration of the Agreement. In the future, the parties may mutually agree to enter into an agreement to replace the Agreement, provided however, that the term of the new agreement shall be at least as long as the term of the Agreement as extended in this amendment.

CITY OF BOTHELL



Mayor Deputy City Manager

Date: 6/30/11

KING COUNTY



King County Executive

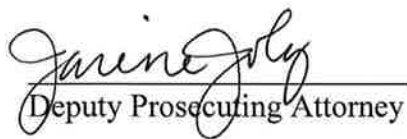
Date: 7/22/2011

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

CONTAMINATION REDUCTION AND OUTREACH PLAN

SUMMARY

This appendix addresses the new State requirement for solid waste plans to contain a Contamination Reduction and Outreach Plan (CROP Plan). This CROP Plan provides more information on this requirement and on the statewide plan developed by the Department of Ecology (Ecology). As part of the statewide plan, Ecology also provided a template that could be used by counties to develop their own CROP plan. This plan, the Snohomish County CROP Plan, is based largely on the template provided by Ecology. This plan describes a seven-step process that will be conducted over a three-year period (2021-2023) to gather more information about current contamination levels in recycling programs and develop strategies to reduce that contamination.

INTRODUCTION

In 2019, the State legislature adopted a new requirement for counties to include a Contamination Reduction and Outreach Plan (CROP Plan) in their solid waste plans. This requirement applies to counties over 25,000 in population, and also to the cities in those counties who have independent solid waste plans. Ecology was required to develop a statewide CROP Plan first, after which counties had three options:

- Develop their own CROP Plan.
- Adopt the statewide CROP Plan.
- Adopt a modified version of the statewide CROP Plan.

Snohomish County has chosen to use the third option by adopting a modified version of the template provided in the State CROP Plan (i.e., this document), which is intended to meet the requirements of [RCW 70A.205.045 \(10\)](#). More details on what is required to be in a CROP Plan and what is in the State CROP Plan are provided below.

Requirements for CROP Plans

The requirements shown in State law for CROP plans can be found in [RCW 70A.205.045](#) (for the county's responsibilities) and in [RCW 70A.205.070](#) (for Ecology's responsibilities). The requirements for local CROP plans are shown in Section 10 of RCW 70A.205.045 (this is the RCW that also lists the other required contents for solid waste management plans):

"Each county and city comprehensive solid waste management plan shall include the following:

- (10) A contamination reduction and outreach plan. The contamination reduction and outreach plan must address reducing contamination in recycling. Except for counties with a population of twenty-five thousand or fewer, by July 1,

2021, a contamination reduction and outreach plan must be included in each solid waste management plan by a plan amendment or included when revising or updating a solid waste management plan developed under this chapter. Jurisdictions may adopt the state's contamination reduction and outreach plan as developed under RCW 70A.205.070 in lieu of creating their own plan. A recycling contamination reduction and outreach plan must include the following:

- (a) A list of actions for reducing contamination in recycling programs for single-family and multiple-family residences, commercial locations, and drop boxes depending on the jurisdictions system components;
- (b) A list of key contaminants identified by the jurisdiction or identified by the department;
- (c) A discussion of problem contaminants and the contaminants' impact on the collection system;
- (d) An analysis of the costs and other impacts associated with contaminants to the recycling system; and
- (e) An implementation schedule and details of how outreach is to be conducted. Contamination reduction education methods may include sharing community-wide messaging through newsletters, articles, mailers, social media, web sites, or community events, informing recycling drop box customers about contamination, and improving signage."

The requirements for Ecology to prepare a State CROP Plan, as shown in RCW 70A.205.070, are:

- "(4)(a) The department must create and implement a statewide recycling contamination reduction and outreach plan based on best management practices for recycling, developed with stakeholder input by July 1, 2020. Jurisdictions may use the statewide plan in lieu of developing their own plan.
- (b) The department must provide technical assistance and create guidance to help local jurisdictions determine the extent of contamination in their regional recycling and to develop contamination reduction and outreach plans. Contamination means any material not included on the local jurisdiction's acceptance list.
- (c) Contamination reduction education methods may include sharing community-wide messaging through newsletters, articles, mailers, social media, web sites, or community events, informing recycling drop box customers about contamination, and improving signage.
- (d) The department must cite the sources of information that it relied upon, including any peer-reviewed science, in the development of the best management practices for recycling under (a) of this subsection and the guidance developed under (b) of this subsection."

The State CROP Plan

The Washington State Recycling Contamination Reduction and Outreach Plan (the “State CROP Plan”) was released on October 2, 2020. This plan contains:

- a description of the current situation,
- a statewide action plan,
- a template for local CROP plans,
- a description of best management practices for contamination reduction, and
- a list of additional resources.

The recommendations included in the statewide action plan are:

1. Promote alignment and harmonization of recycling programs statewide:
 - Support the Recycling Steering Committee, the Recycling Development Center, and other groups working to develop more aligned and harmonized regional and statewide recycling programs.
 - Promote the use of a priority list of materials accepted for recycling statewide.
 - Enhance existing resources to support communities to make better informed decisions on what to accept in their recycling programs. This includes recycling market data and data on the environmental and social costs and benefits of recycling specific materials.
 - Expand and continue to support successful statewide contamination reduction campaigns like Recycle Right.
2. Encourage and support regional solid waste planning and aligned or joint contracting for services:
 - Enhance and maintain Material Recovery Facility (MRF)-shed and MSW flow maps, and other resources to assist in identifying opportunities for regional collaboration.
 - Convene regional meetings to explore joint planning and program development opportunities.
 - Share MRF processing and collection contracting resources to assist local governments in their efforts to reduce recycling contamination and improve the overall performance of their recycling programs.
3. Gather and share data to measure the performance of the recycling system:
 - Conduct recycling characterization studies to gather data on recycling contamination and other key metrics like the capture rate for recyclables. These studies should be done on the same schedule as Ecology’s waste characterization studies. In the future, these studies could be expanded to include organics and other streams.
 - Develop and maintain an easily accessible and searchable database on local recycling programs across the state.
4. Pursue legislative, funding, and policy solutions:
 - Work to secure increased state and federal funding for local government solid waste programs, including restoring funding for the Local Solid Waste Financial Assistance program.

- Forge new and enhance existing public, private, and non-profit partnerships to support local recycling contamination reduction programs.
- Evaluate Extended Product Responsibility, product labeling, product bans and restrictions, right to repair, market development, recycled-content, and other targeted legislative and policy options to assist in achieving recycling contamination reduction goals and strengthen our recycling system.

The State CROP Plan is not required to include an implementation schedule as to when these actions would be conducted or completed, although it does note that some of these items (such as extending the Recycle Right campaign and conducting recycling characterization studies) are on hold until funding becomes available.

SNOHOMISH COUNTY CROP PLAN

The goal of the CROP is to reduce contamination of the materials collected in Snohomish County's single-family, multi-family, drop box, and commercial recycling programs. This will help Snohomish County more fully realize the economic, environmental, social, and public health benefits of these programs. The Snohomish County CROP Plan consists of the following seven steps.

Step 1: Data collection for current recycling collection services and programs

Much of the information needed for this CROP Plan is shown in other parts of the *Snohomish County Solid and Hazardous Waste Management Plan*, but some additional information should be gathered for the CROP Plan. Snohomish County will gather the following additional information:

- Types of materials accepted for recycling for each type of program (single-family, multi-family, drop box, and commercial) and how this list compares to the list of designated recyclable materials (see Table 5 in the Recycling Tech Memo).
- Cart or container colors for single-family, multi-family, and commercial programs.
- Destination for recyclables collected (which MRF is used for each program, or which market is used for source-separated materials).
- Information shown on local government and recycling collector websites.
- Stickers and signs on recycling containers for curbside, commercial and drop box services.

Snohomish County will identify differences or inconsistencies in the information provided to residents and businesses about what to recycle and how it should be prepared for collection. Snohomish County will use this data to identify opportunities for more consistent and aligned programs. The data will also be used to help determine what specific contamination reduction strategies to implement.

Step 2: Prioritizing the recycling programs to focus on first

In reviewing current information about programs, including suspected contamination

levels, Snohomish County has determined that the following factors should be considered in setting priorities for this CROP Plan:

- **Single-family:** curbside recycling programs for single-family homes contribute over half of the total tonnage for the types of recyclable materials that are addressed by this CROP Plan (see Table 1). Information from various studies indicates that contamination of these recyclables has been increasing over the past decade. Taken together, these factors make this source a very high priority for contamination reduction efforts.
- **Multi-family:** many recycling collection programs for multi-family units suffer from high contamination rates, but this source only contributes about 7% of the recyclable materials collected in Snohomish County. This is also a very difficult source to improve, as repeated efforts over the years have demonstrated. This source is being given the lowest priority in this CROP Plan to allow Snohomish County an opportunity to focus instead on more productive activities in the near term.
- **Drop box:** there are a few drop-off sites operated by private and non-profit organizations, but the bulk of the recyclable materials in this category are collected at the county-operated transfer stations and rural drop box sites (see the Transfer or the Recycling Technical Memorandums for more details). These programs are source-separated, which allows for a different set of possibilities in addressing contamination at these sites. This source is being given a medium priority.
- **Commercial:** based on the tonnages and other factors for this source, it rates as the second-highest priority for this CROP Plan.

As the lowest priority program, multi-family will not be addressed any further here but will possibly be addressed in the next version of this CROP Plan.

Table 1. Recycling Tonnages by Source		
Source	Annual Tons (2019)	Percent of Total
Haulers:		
Single-Family (curbside)	48,001	56.0%
Multi-Family	6,139	7.2%
Commercial	<u>22,391</u>	<u>26.1%</u>
Subtotal, Haulers	76,531	89.2%
County-Operated Sites ("curbside" materials only)	9,228	10.8%
Total	85,759	

Sources: The above figures are from Table 3 of the Recycling Tech Memo and Table 1 of the Transfer Tech Memo. The figure for county-operated sites (9,228 tons) does not include yard debris and wood.

Step 3: Define data collection methods

Snohomish County will work with the haulers and other stakeholders to determine data collection methods for contamination in the single-family, drop box and commercial recycling collection programs.

Data collection methods may include, but are not limited to:

- Recycling stream composition studies
- Survey of transfer stations and MRF operators
- Tracking contamination using on-board truck or container-mounted cameras
- Drop box composition studies or visual audits
- Container lid-lift audits for residential, multi-family and commercial accounts

Step 4: Gather baseline contamination data

Baseline levels and types of recycling contamination will be determined using methods described above. This information will be used to identify the most problematic and costly contaminants, and then that information will be used to refine outreach materials and assist with other strategies targeting the most problematic materials. It will also be used to assess the economic and other benefits of removing problematic materials from the recycling stream.

In recent surveys, such as the one conducted by The Recycling Partnership in 2019, MRFs and cities in Washington identified the following recycling contaminants as the most problematic and costly to manage:

- Plastic bags and film
- Tanglers including rope, cords, chains, and hoses
- Food and liquids
- Shredded paper
- Bagged garbage
- Non-program plastics including clamshells and polystyrene foam
- Hypodermic needles

These contaminants can:

- Slow down the sorting and processing of materials.
- Reduce the quality and value of secondary material feedstocks.
- Result in costly shutdowns.
- Damage collection, processing, and remanufacturing equipment.
- Cause serious injuries to collection and processing facility staff.

According to TRP, the greatest costs associated with managing a contaminated recycling stream at MRFs nationally come from the following and represent 80% of total contamination-related costs:

- 40% for disposal of residuals
- 26% in value lost from contaminated recyclables
- 14% in labor to remove contamination from sorting equipment, etc.

Step 5: Develop and implement education and outreach strategies to reduce contamination

Snohomish County, in coordination with the haulers and other stakeholders, will develop and implement education and outreach strategies based on best practices. This will start with addressing any inconsistencies in recycling information and messaging identified in Step 1. All new outreach materials and messages will be aligned and consistent across all platforms.

Depending on the type of recycling program, outreach and education strategies may include, but are not limited to:

- Discuss with haulers moving toward uniformity in commingled cart lid colors such as blue for recycling, gray or black for garbage, and green for organics.
- Visual, easy-to-understand signage using photos and universal pictures and symbols.
- Cart-tagging and cart rejection.
- On-route monitoring tools, including apps and cameras.
- Pairing right-sized recycling and trash bins.
- On-site assistance and outreach at drop-off sites.
- Up-to-date, and easy-to-find and access websites with clear, consistent messaging.
- Social media posts, campaigns, mailings, brochures, and other communications.
- Online apps for residents and businesses to get answers to their recycling questions.
- Community presentations, tabling, and activities at community events.
- School presentations and activities focused on recycling right.
- Translation of educational materials and campaigns to ensure recycling information is clearly understood by all audiences.
- Social marketing campaigns to effectively promote long-term behavior change.

Where possible, free and customizable resources will be utilized, including Ecology's Recycle Right campaign materials and The Recycling Partnership's Anti-Contamination Kit.

Step 6: Evaluate the effectiveness of anti-contamination strategies

Snohomish County will conduct periodic assessments on the effectiveness of recycling contamination reduction programs and strategies, and will share the results with the SWAC, other key stakeholders and the public. These assessments will use, at least in part, the same methodology used in Step 4 to establish baseline contamination levels.

This assessment will inform Snohomish County about what is working and what adjustments are needed to make for better results.

Step 7: Explore contamination reduction strategies beyond education and outreach

As part of a statewide effort, Snohomish County will work with community partners to explore strategies and solutions beyond education and outreach. These could address regional planning, operations and collection, contracting, incentives, pricing, policies, mandates, enhanced data collection, etc. Based on this evaluation, Snohomish County will identify and pursue the most promising initiatives.

During this process, Snohomish County will also work with key stakeholders to identify and secure new and/or allocate existing funding, and forge partnerships with agencies and organizations to provide technical and financial assistance.

An initial 3-year implementation schedule for the Snohomish County CROP Plan is shown below. As Snohomish County clarifies and defines the scope of work, and identifies the resources to complete the work, a more detailed and refined implementation plan, schedule and budget will be developed.

CROP Implementation Schedule

Year 1 (2021)

- Step 1: Data collection for current recycling collection services and programs
- Step 2: Prioritizing the recycling programs to focus on first
- Step 3: Define data collection methods

Year 2 (2022)

- Step 4: Gather baseline contamination data
- Step 5: Develop and implement education and outreach strategies to reduce contamination

Year 3 (2023)

- Step 6: Evaluate the effectiveness of anti-contamination strategies
- Step 7: Explore contamination reduction strategies beyond education and outreach

This CROP Plan will be updated with the next update of the *Snohomish County Solid and Hazardous Waste Management Plan*, and may be more fully integrated into the solid waste plan at that point.

Appendix I

RESOLUTIONS OF ADOPTION

Resolutions of adoption will be added after the Preliminary Draft has been reviewed, revised and then adopted by the cities and Snohomish County.

DRAFT

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PROCLAMATION

A PROCLAMATION BY THE LAKE STEVENS CITY COUNCIL HONORING THE LEADERSHIP OF SHAWN FREDERICK, SNOHOMISH HEALTH DISTRICT ADMINISTRATIVE OFFICER AND LAKE STEVENS CITY COUNCILPERSON

WHEREAS, on March 7, 2016, Shawn Frederick was hired by the Snohomish Health District; and

WHEREAS, on June 19, 2019, Shawn Frederick accepted the position of Interim Administrative Officer for the Snohomish Health District, which became permanent December 10, 2019; and

WHEREAS, in January 2020, Shawn Frederick was sworn in as a member of the Lake Stevens City Council; and

WHEREAS, in short order, Shawn quickly established himself as a trusted and consistent leader through times of adversity and made immediate changes that improved the financial stability of the Snohomish Health District; and

WHEREAS, on January 19, 2020, the first reported case of the novel coronavirus, COVID-19, in the United States was reported in Snohomish County; and

WHEREAS, over the next 2+ years, Shawn dedicated his time, energy, and full attention to leading our county through unprecedented times and guiding our pandemic response countywide while continuing to fully meet the duties of his role as councilman on the Lake Stevens City Council; and

WHEREAS, Shawn has continued to demonstrate exemplary leadership and guidance to his Health District employees, Lake Stevens constituents, and our community at large; and

WHEREAS, Shawn has submitted his resignation from the Snohomish Health District, effective December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED that we, the Lake Stevens City Council, proclaim our deepest gratitude, utmost respect, and best wishes to Shawn Frederick as he transitions out of his leadership role with the Snohomish Health District. The citizens of Lake Stevens have benefitted greatly from Shawn's dedication. Those of us who sit on the Lake Stevens City Council are grateful to Shawn for his ongoing participation and leadership as a fellow councilperson on behalf of the citizens of the City of Lake Stevens.

Brett Gailey, Mayor
Lake Stevens, Washington
United States of America

CITY DEPARTMENT REPORT



Agenda Date: 8/23/2022

Contact Person/Department: Jeffrey Beazizo, Police Department

Hiring Update: Since implementation of the updated lateral bonus, we have had two candidates that have applied and are currently in the background phase. We currently have six vacancies with one pending retirement on September 1st - Sergeant Rob Miner, which will take us to seven vacancies. We are happy to report our entry level officer's BLEA Academy date was moved up from October 25th to August 16th. The student officer will graduate in December and complete field training around April or May 2023. We have one lateral officer hired in May that just came off her field training and is on solo patrol.

CITY DEPARTMENT REPORT



Agenda Date: 8/23/2022

Contact Person/Department: Aaron Halverson, Administration

Procurements over \$10,000 but under the Council approval threshold must be reported at the next regular Council meeting. This report is intended to comply with the requirement.

Ford Maverick: One Ford Maverick was procured by the City for use by the Parks Department. The Ford Maverick will be used by Parks Director and parks staff who do not have a need to haul large quantities of tools or equipment. The cost of the Maverick was \$26,368.30 including taxes.

Dump Trailer (Storm): One 7'x12' dump trailer was procured for use by the Stormwater Division of Public Works. This trailer will be used to transport the remote mower that was recently purchased. It will also be used to transport rock and debris removed from stormwater facilities in neighborhoods with narrow roadways/access. The cost of the trailer was \$12,753.57 including taxes.

Dump Trailer (Streets): One 7' x 14' dump trailer was procured for use by the Streets/Facility Division of Public Works. This trailer will be used to transport materials and equipment for maintenance tasks. The cost of the trailer was \$13,774.57 including taxes.

ADA Transition Plan Contract: A contract was executed with the engineering consultant Transpo Group USA, Inc. to prepare an ADA Transition Plan for the city. This plan is required by federal law, and it will create a framework for future ADA compliance. The cost of the contract is \$90,500.00.

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	07/25/22, 08/10/22	\$593,385.10
Payroll Checks	56120-56123, 56292	\$6,332.73
Electronic Funds Transfers	ACH	\$1,025,383.27
Claims	56111-56119, 56124-56291, 56293-56406	\$2,143,579.91
Void Checks	54079	(\$100.00)
Total Vouchers Approved:		\$3,768,581.01

This 23rd day of August 2022

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

August 23, 2022



City expenditures by type for this voucher packet		
Personnel Costs	\$ 599,718	16%
Payroll Federal Taxes	\$ 333,415	9%
Excise Tax	\$ 4,415	0%
Quarterly L&I	\$ 54,532	1%
Family Medical Leave	\$ 14,770	0%
Retirement Benefits - Employer	\$ 198,655	5%
Medical Benefits - Employer	\$ 369,195	10%
Other Employer Paid Benefits	\$ 17,185	0%
Employee Paid Benefits	\$ 58,105	2%
Supplies	\$ 113,207	3%
Professional Services	\$ 653,291	17%
Refunds	\$ 4,942	0%
Capital *	\$ 1,347,252	36%
Void Checks	\$ (100)	0%
Total	\$ 3,768,581	100%

Large Purchases

- * Dynamic Bundle Tasers/Cartridges \$21,231
- * Festival Street Project 20006 \$253,266
- * SR9/Lake Stevens Rd Roundabout \$1,030,770
- * North Cove Park Restroom Repairs - Retainage Release \$13,244

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 07/07/2022 - 08/17/2022

Total for Period
\$3,168,963.18

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
360 Plumbing	0722 PLUMBING 1	003 000 322 10 00 00	Building Permits	BLD2022-0685 Refund	56124	\$360.00
360 Plumbing	0722 PLUMBING 2	003 000 322 10 00 00	Building Permits	BLD2022-0686 Refund	56124	\$1,184.88
					56124 Total	\$1,544.88
911 Supply Inc	INV-2-19725	001 008 521 20 31 01	LE-Fixed Minor Equipment	Name Plates	56125	\$43.11
911 Supply Inc	INV-2-19964	001 008 521 20 31 05	LE-Equipment - New Officers	Fleece Lined Knit Cap - O Scholz	56125	\$17.61
911 Supply Inc	INV-2-19977	001 008 521 20 31 05	LE-Equipment - New Officers	Duty Gear - M Watlers	56125	\$534.02
911 Supply Inc	INV-2-20045	001 008 521 20 31 05	LE-Equipment - New Officers	Armor - O Scholz	56125	\$1,324.77
911 Supply Inc	INV-2-20046	001 008 521 20 31 02	LE-Minor Equipment	Tactical Light - M Cooper	56125	\$135.28
					56125 Total	\$2,054.79
911 Supply Inc	INV-2-20218	001 008 521 20 31 05	LE-Equipment - New Officers	Baton - Cooper	56224	\$164.52
					56224 Total	\$164.52
911 Supply Inc	INV-2-20488	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Cooper	56303	\$181.10
911 Supply Inc	INV-2-20643	001 008 521 20 31 01	LE-Fixed Minor Equipment	Forensics NIK Test Kit	56303	\$154.93
911 Supply Inc	INV-2-20647	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - Bernhard	56303	\$32.73
911 Supply Inc	INV-2-20649	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Cooper	56303	\$69.37
911 Supply Inc	INV-2-20650	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56303	\$475.54
911 Supply Inc	INV-2-20787	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56303	\$157.08
911 Supply Inc	INV-2-20788	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Walters	56303	\$32.73
					56303 Total	\$1,103.48
A Worksafe Service Inc	322007	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Drug Screening	56126	\$55.00
					56126 Total	\$55.00
ABS Valuation	22-0040A	001 013 518 20 41 00	GG-Professional Service	Property Appraisal - Marketplace/99th Ave NE	56127	\$4,500.00
ABS Valuation	22-0041A	001 013 518 20 41 00	GG-Professional Service	Property Appraisal - 10515-10519 20th St SE	56127	\$5,800.00
					56127 Total	\$10,300.00
Ace Hardware	73735	410 016 531 10 35 00	SW - Small Tools	Union Galv Iron	56128	\$15.75
Ace Hardware	73741	410 016 531 10 35 00	SW - Small Tools	Thread Sealant/Bushings/Galv Nipples	56128	\$19.62
Ace Hardware	73746	410 016 531 10 35 00	SW - Small Tools	Bushings	56128	\$4.25
Ace Hardware	73747	001 010 576 80 31 00	PK-Operating Costs	Power Scrub Roller/Spraypaint	56128	\$22.89
Ace Hardware	73758	101 016 542 70 31 00	ST-Roadside - Supply	Sharkbite Cap	56128	\$11.59
Ace Hardware	73760	410 016 531 10 31 02	SW - Operating Costs	Wall Vac Filter	56128	\$21.81
Ace Hardware	73761	001 010 576 80 31 00	PK-Operating Costs	End Caps Cors	56128	\$39.25
Ace Hardware	73800	101 016 544 90 31 02	ST-Operating Cost	End Caps Cors/Step Bits/Home Pest Control	56128	\$83.99
Ace Hardware	73838	001 010 576 80 31 00	PK-Operating Costs	Q-Connect Male Connector/Fasteners	56128	\$99.37
Ace Hardware	73839	001 010 576 80 31 00	PK-Operating Costs	Fasteners Credit	56128	(\$81.96)
Ace Hardware	73867	001 010 576 80 31 00	PK-Operating Costs	Rust Treatment/Scrubbing Pad	56128	\$17.43
Ace Hardware	73873	001 010 576 80 31 00	PK-Operating Costs	Soap/Shield Door	56128	\$21.77
Ace Hardware	73876	101 016 544 90 31 02	ST-Operating Cost	Pledge	56128	\$34.87
Ace Hardware	73914	001 010 576 80 31 00	PK-Operating Costs	Potting Soil Mix	56128	\$78.49
Ace Hardware	73919	001 010 576 80 31 00	PK-Operating Costs	Potting Soil Mix	56128	\$26.16
Ace Hardware	73938	001 010 576 80 31 00	PK-Operating Costs	Telepole/Skimmer Head	56128	\$40.35

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	73944	101 016 542 70 31 00	ST-Roadside - Supply	Vinyl Numbers/Mailbox	56128	\$29.00
Ace Hardware	73947	101 016 542 70 31 00	ST-Roadside - Supply	Wasp Killer	56128	\$61.25
Ace Hardware	73972	001 010 576 80 31 00	PK-Operating Costs	Clorox/Toilet Paper/Mr Clean/Glass Cleaner	56128	\$11.64
Ace Hardware	73972	101 016 544 90 31 02	ST-Operating Cost	Clorox/Toilet Paper/Mr Clean/Glass Cleaner	56128	\$11.65
Ace Hardware	73972	410 016 531 10 31 02	SW - Operating Costs	Clorox/Toilet Paper/Mr Clean/Glass Cleaner	56128	\$11.65
Ace Hardware	73974	001 010 576 80 31 00	PK-Operating Costs	Staple Gun/Staples/Tie Downs	56128	\$49.72
Ace Hardware	73978	001 010 576 80 31 00	PK-Operating Costs	Spraypaint	56128	\$13.07
Ace Hardware	74003	410 016 531 10 31 02	SW - Operating Costs	Electrical Tape/Fish Tape	56128	\$35.96
Ace Hardware	74017	410 016 531 10 35 00	SW - Small Tools	Epoxy Syringes/Wall Scraper/Spackling	56128	\$29.42
Ace Hardware	74034	001 010 576 80 31 00	PK-Operating Costs	Fasteners	56128	\$4.32
Ace Hardware	74035	001 010 576 80 31 00	PK-Operating Costs	Drill Bits/Fasteners	56128	\$43.63
Ace Hardware	74041	410 016 531 10 31 02	SW - Operating Costs	Padlock/Spraypaint/Handle Wheels/Fasteners	56128	\$87.25
Ace Hardware	74110	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels/Sponges	56128	\$51.24
					56128 Total	\$895.43
Ace Hardware	74244	001 008 521 50 30 00	LE-Facilities Supplies	Kleenex/Clorox/Disinfectant/Trash Bags/Soap	56225	\$127.55
					56225 Total	\$127.55
Ace Hardware	74049	101 016 544 90 31 02	ST-Operating Cost	Bag/Multi Fold Towels	56304	\$114.50
Ace Hardware	74052	410 016 531 10 31 02	SW - Operating Costs	Face Shields	56304	\$43.62
Ace Hardware	74072	001 010 576 80 31 00	PK-Operating Costs	Outdoor Broom/Scrubber	56304	\$34.89
Ace Hardware	74075	001 010 576 80 31 00	PK-Operating Costs	Q-Connect	56304	\$39.23
Ace Hardware	74078	001 010 576 80 31 00	PK-Operating Costs	Stool/Watering Can/Cable Ties/Hook/Hose	56304	\$117.87
Ace Hardware	74079	001 010 576 80 31 00	PK-Operating Costs	Garden Hose Adapter Credits/Clamp on Hose Adapter	56304	\$4.64
Ace Hardware	74140	001 010 576 80 31 00	PK-Operating Costs	Graffiti Remover/Gloves	56304	\$66.69
Ace Hardware	74157	302 010 594 76 61 09	PM - Davies Beach	Dollys	56304	\$196.34
Ace Hardware	74160	101 016 544 90 31 02	ST-Operating Cost	Tread Tape/Lawn Faucet	56304	\$38.93
Ace Hardware	74166	001 010 576 80 31 00	PK-Operating Costs	Cordless Compact Impact Wrench Tool	56304	\$238.93
Ace Hardware	74200	001 010 576 80 31 00	PK-Operating Costs	Ferrules/Punch Drift/Cables	56304	\$89.10
Ace Hardware	74208	001 010 576 80 31 00	PK-Operating Costs	Cables/Wire Rope	56304	\$55.51
Ace Hardware	74229	001 010 576 80 31 00	PK-Operating Costs	Backpack Sprayer/Trimmer Line	56304	\$283.63
Ace Hardware	74239	001 010 576 80 31 00	PK-Operating Costs	Ice Maker Connector	56304	\$5.25
Ace Hardware	74239	101 016 544 90 31 02	ST-Operating Cost	Ice Maker Connector	56304	\$5.25
Ace Hardware	74239	410 016 531 10 31 02	SW - Operating Costs	Ice Maker Connector	56304	\$5.25
Ace Hardware	74245	001 010 576 80 31 00	PK-Operating Costs	Bags/Gloves	56304	\$195.57
Ace Hardware	74245	101 016 544 90 31 02	ST-Operating Cost	Bags/Gloves	56304	\$195.58
Ace Hardware	74245	410 016 531 10 31 02	SW - Operating Costs	Bags/Gloves	56304	\$195.58
					56304 Total	\$1,926.36
Ace Hardware	74266	001 008 521 50 30 02	LE-Fleet Minor Equipment	Wiper Blade PT45	56305	\$10.90
Ace Hardware	74271	001 010 576 80 31 00	PK-Operating Costs	Pliers/Drill Sit Set/Hacksaw/Tread Tape/Ratchet Pipe Cutter	56305	\$52.41
Ace Hardware	74271	101 016 544 90 31 02	ST-Operating Cost	Pliers/Drill Sit Set/Hacksaw/Tread Tape/Ratchet Pipe Cutter	56305	\$52.42
Ace Hardware	74271	410 016 531 10 31 02	SW - Operating Costs	Pliers/Drill Sit Set/Hacksaw/Tread Tape/Ratchet Pipe Cutter	56305	\$52.42
Ace Hardware	74274	410 016 531 10 31 02	SW - Operating Costs	Contractor Bags/Swiffers/Paper Towels	56305	\$73.05

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	74282	101 016 544 90 31 02	ST-Operating Cost	Handle/PP Exterior/Cable Ties/Tube Strap	56305	\$112.08
Ace Hardware	74283	001 010 576 80 31 00	PK-Operating Costs	Gloves	56305	\$56.71
Ace Hardware	74289	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper/Paper Towels/Trash Bags - Aquafest	56305	\$721.98
Ace Hardware	74300	410 016 531 10 35 00	SW - Small Tools	Fasteners	56305	\$4.19
Ace Hardware	74304	001 010 576 80 31 00	PK-Operating Costs	GFI Recptacle/Rain Wand/Power Scrub Roller	56305	\$68.65
Ace Hardware	74307	001 010 576 80 31 00	PK-Operating Costs	Anti-Seize Lube	56305	\$3.34
Ace Hardware	74307	101 016 544 90 31 02	ST-Operating Cost	Anti-Seize Lube	56305	\$3.34
Ace Hardware	74307	410 016 531 10 31 02	SW - Operating Costs	Anti-Seize Lube	56305	\$3.34
Ace Hardware	74312	001 008 521 50 30 00	LE-Facilities Supplies	Bags/Toilet Paper	56305	\$46.36
Ace Hardware	74313	001 010 576 80 31 00	PK-Operating Costs	Sanitary Disposable Trash Liners/Toilet Paper	56305	\$53.62
Ace Hardware	74313	101 016 544 90 31 02	ST-Operating Cost	Sanitary Disposable Trash Liners/Toilet Paper	56305	\$53.63
Ace Hardware	74313	410 016 531 10 31 02	SW - Operating Costs	Sanitary Disposable Trash Liners/Toilet Paper	56305	\$53.63
Ace Hardware	74327	410 016 531 10 35 00	SW - Small Tools	Weldtec Ship Auger	56305	\$32.72
Ace Hardware	74331	101 016 544 90 31 02	ST-Operating Cost	Shockwave Step Bit/Socket Adapter/Pliers	56305	\$95.98
Ace Hardware	74429	001 008 521 50 30 00	LE-Facilities Supplies	Mop	56305	\$18.54
					56305 Total	\$1,569.31
AFLAC	135163	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	0	\$1,156.76
					0 Total	\$1,156.76
AFLAC	736840	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	0	\$1,156.76
					0 Total	\$1,156.76
Aleman	071622 ALEMAN	001 000 382 10 00 01	The Mill - Deposit	LS22-Aleman Sawyers Room Rental 07/16/22 Deposit Refund	56129	\$100.00
					56129 Total	\$100.00
Alexander Printing Co Inc	73133	001 010 576 80 31 00	PK-Operating Costs	Business Cards - T Wright	56130	\$35.36
Alexander Printing Co Inc	73133	101 016 544 90 31 01	ST-Office Supplies	Business Cards - T Wright	56130	\$35.37
Alexander Printing Co Inc	73133	410 016 531 10 31 01	SW - Office Supplies	Business Cards - T Wright	56130	\$35.37
Alexander Printing Co Inc	73183	001 007 558 50 31 00	PL-Office Supplies	Business Cards - C Schwindt	56130	\$106.10
Alexander Printing Co Inc	73263	001 008 521 20 42 00	LE-Communication	Notices - Property Safekeeping	56130	\$205.60
					56130 Total	\$417.80
Alexander Printing Co Inc	73337	001 007 558 50 31 00	PL-Office Supplies	Business Cards - C Fauth	56306	\$106.10
Alexander Printing Co Inc	73370	001 008 521 20 31 00	LE-Office Supplies	Mounted Flyers/Retractable Banner	56306	\$378.53
					56306 Total	\$484.63
Amazon Capital Services	1KD4-XYC9-FK7T	001 008 521 20 31 00	LE-Office Supplies	Folding Wagon Cart/Bulletin Board Roll/Plates/Banner	56131	\$228.96
					56131 Total	\$228.96
Amazon Capital Services	166R-CFTY-DL64	001 013 518 20 31 00	GG-Operating Costs	Batteries/Pens/Tape/Dish Scrubber	56132	\$77.16
Amazon Capital Services	166R-CFTY-DL64	001 007 558 50 31 00	PL-Office Supplies	Metric Tape Reel	56132	\$21.24
Amazon Capital Services	16JP-JKM3-XYHY	001 006 518 80 31 00	IT-Office Supplies	Fiber Cleaner/PoE Media Converter/Thinkpad Charger	56132	\$215.35
Amazon Capital Services	17GV-KT7X-DYC6	001 010 576 80 31 00	PK-Operating Costs	Charger Adapter/Mailbox/Ruler/Bluetooth Mouse	56132	\$250.42
Amazon Capital Services	1K77-M1T6-GRNC	001 013 518 20 31 00	GG-Operating Costs	Pens/Call Log Book	56132	\$45.32
Amazon Capital Services	1M9F-XW4P-3LVR	410 016 531 10 31 02	SW - Operating Costs	Transducer for Fish Finder/Gel Pens	56132	\$169.67
					56132 Total	\$779.16
Amazon Capital Services	16XT-M3FJ-9V4H	001 008 521 20 31 00	LE-Office Supplies	Chair Leg Caps/Step Ladder	56226	\$107.99
Amazon Capital Services	1WGW-9XX4-T3GT	001 008 521 20 31 00	LE-Office Supplies	Fake Mustaches/Tablecovers/Cupcake Toppers	56226	\$37.93
					56226 Total	\$145.92

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1D7M-DYYV-7XK7	101 016 544 90 31 02	ST-Operating Cost	Bottle Filters	56227	\$35.84
Amazon Capital Services	1D7M-DYYV-7XK7	410 016 531 10 31 02	SW - Operating Costs	Bottle Filters	56227	\$35.83
Amazon Capital Services	1H6Y-VN43-744C	001 005 518 10 31 00	HR-Office Supplies	Laptop Privacy Cover& Screen Protector/Mesh Pen Cup	56227	\$121.98
Amazon Capital Services	1H6Y-VN43-744C	001 005 518 10 31 01	HR-Operating Cost	Office Chair	56227	\$142.90
Amazon Capital Services	1H6Y-VN43-744C	001 005 518 10 41 01	HR - Advertising/Marketing	Seat Cushion/Brochure & Sign & Business Card Holders	56227	\$51.46
Amazon Capital Services	1KD4-XYC9-DTG7	101 016 544 90 31 02	ST-Operating Cost	Hose Splitter/Containers/ID Holders/Hose/Mirror	56227	\$52.10
Amazon Capital Services	1KD4-XYC9-DTG7	410 016 531 10 31 02	SW - Operating Costs	Hose Splitter/Containers/ID Holders/Hose/Mirror	56227	\$52.10
Amazon Capital Services	1MNL-NPRL-XLDL	302 010 594 76 61 09	PM - Davies Beach	Swivel Hitch Pins/Cooling Towels	56227	\$160.08
Amazon Capital Services	1RPQ-QQJP-CN7Y	410 016 531 10 31 02	SW - Operating Costs	Letter Wall File	56227	\$18.79
Amazon Capital Services	1VVV-F1FJ-9VR1	101 016 542 70 31 00	ST-Roadside - Supply	Stihl Crossover Cords	56227	\$213.07
Amazon Capital Services	1WGW-9XX4-4RKC	302 010 594 76 61 09	PM - Davies Beach	Swivel Hitch Pins	56227	\$58.72
Amazon Capital Services	1Y91-QDHP-K1XJ	001 010 576 80 31 00	PK-Operating Costs	Electrolyte Drinks/Freezer Pops/Date Stamp	56227	\$41.11
Amazon Capital Services	1Y91-QDHP-K1XJ	101 016 544 90 31 02	ST-Operating Cost	Electrolyte Drinks/Freezer Pops/Date Stamp	56227	\$41.11
Amazon Capital Services	1Y91-QDHP-K1XJ	410 016 531 10 31 02	SW - Operating Costs	Electrolyte Drinks/Freezer Pops/Date Stamp	56227	\$41.12
Amazon Capital Services	1YKF-MQTJ-F4CH	410 016 531 10 31 02	SW - Operating Costs	Flares/Boat First Aid Kit	56227	\$184.37
					56227 Total	\$1,250.58
Amazon Capital Services	13GJ-Y39X-6GRC	001 008 521 20 31 00	LE-Office Supplies	Apple Pencil	56307	\$108.01
Amazon Capital Services	1PX1-1C11-LV37	001 008 521 20 31 00	LE-Office Supplies	Bluetooth Earbuds	56307	\$52.84
					56307 Total	\$160.85
Amazon Capital Services	1661-1PWF-QXDW	001 012 575 50 31 00	CS- The Mill- Ops	Folding Easel	56308	\$34.90
Amazon Capital Services	176X-NGG1-X6XG	410 016 531 10 31 02	SW - Operating Costs	Project Mgmt Books	56308	\$41.92
Amazon Capital Services	1CPG-6PL9-WYLV	001 008 521 20 31 00	LE-Office Supplies	No Parking Sign	56308	\$52.26
Amazon Capital Services	1DXQ-C4HK-33QN	410 016 531 10 31 02	SW - Operating Costs	Earplugs	56308	\$71.95
Amazon Capital Services	1KNK-1LT3-RNPY	101 016 544 90 31 02	ST-Operating Cost	Flexible Scoop/Charging Station/Wireless Charger	56308	\$89.67
Amazon Capital Services	1MPD-D1H7-QYT6	001 003 514 20 31 00	CC-Office Supply	Cube Storage Organizer/Desk Organizers	56308	\$139.79
Amazon Capital Services	1NLR-KCV4-GQTF	101 016 544 90 31 02	ST-Operating Cost	Cordless Drill Combo Kit/Combination Lock	56308	\$301.80
Amazon Capital Services	1QD4-9PT6-71JL	001 013 518 20 31 00	GG-Operating Costs	Recycling Bags - Aquafest	56308	\$69.76
Amazon Capital Services	1TDX-HRKV-6FWW	001 013 518 20 31 00	GG-Operating Costs	Disinfecting Wipes/Glass Cleaner	56308	\$49.61
Amazon Capital Services	1XNX-1RNC-FPYD	001 010 576 80 31 00	PK-Operating Costs	Sqwincher Drinks/Pops	56308	\$97.00
Amazon Capital Services	1XNX-1RNC-FPYD	101 016 544 90 31 02	ST-Operating Cost	Sqwincher Drinks/Pops	56308	\$97.01
Amazon Capital Services	1XNX-1RNC-FPYD	410 016 531 10 31 02	SW - Operating Costs	Sqwincher Drinks/Pops	56308	\$97.01
Amazon Capital Services	1XRL-CGR6-3DTJ	001 003 514 20 31 00	CC-Office Supply	Water Credit	56308	(\$20.62)
Amazon Capital Services	1XY7-M6CD-P4XK	001 006 518 80 31 00	IT-Office Supplies	Two Factor Authentication USB Keys/Power Supply	56308	\$302.50
Amazon Capital Services	1YQM-9PGQ-L643	001 007 571 00 30 00	PL-Park & Recreation	DVD Player for Parks/	56308	\$81.81
					56308 Total	\$1,506.37
American Planning Association	129520-2273	001 007 558 50 49 01	PL-Staff Development	APA/AICP Membership - C Schmidt	56133	\$618.00
					56133 Total	\$618.00
Anderson	071422 ANDERSON	101 016 542 30 26 00	ST-Clothing - Boot Allowance	Boots - Anderson M	56228	\$139.08
					56228 Total	\$139.08
Aquatechnex LLC	14572	410 016 531 10 41 02	SW - Milfoil Treatment	Notification for Aquatic Plant Mgmt	56229	\$3,500.00
					56229 Total	\$3,500.00
Aquatechnex LLC	14575	410 016 531 10 41 02	SW - Milfoil Treatment	Nuisance Aquatic Vegetation Control	56309	\$34,912.00
					56309 Total	\$34,912.00
ASCAP	072022 ASCAP	001 013 518 20 49 00	GG-Miscellaneous	ASCAP Cost of Living Increase	56310	\$13.50
					56310 Total	\$13.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ascentis Corporation	SI-127543	510 006 518 80 49 34	LR - NovaTime	NOVAtime Annual Services	56311	\$5,891.40
					56311 Total	\$5,891.40
Assoc of Washington Cities EFT	32690	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$181,745.47
Assoc of Washington Cities EFT	32690	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	(\$0.09)
					0 Total	\$181,745.38
Assoc of Washington Cities EFT	33715	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$180,982.68
Assoc of Washington Cities EFT	33715	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	(\$0.08)
Assoc of Washington Cities EFT	33715	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium-Alan Anderson	0	\$2,618.56
Assoc of Washington Cities EFT	33715	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium-Kelly Putnam	0	\$1,354.56
Assoc of Washington Cities EFT	33715	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium-Richard Granroth	0	\$1,987.14
					0 Total	\$186,942.86
Axon Enterprise Inc	INUS084047	520 008 594 21 63 02	Taser - Capital Equip	Dynamic Bundle Tasers	56134	\$18,328.80
Axon Enterprise Inc	INUS084274	520 008 594 21 63 02	Taser - Capital Equip	Dynamic Bundle Taser Cartridges	56134	\$2,902.06
					56134 Total	\$21,230.86
Barnes	091222 BARNES	001 008 521 20 43 00	LE-Travel & Per Diem	Marine LE Conf Richland WA Meals - Barnes	56312	\$207.00
					56312 Total	\$207.00
Bliven	20322	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Removal Services 1113 123rd Ave NE	56230	\$7,636.73
Bliven	20325	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Removal Services 3406 Doe Way	56230	\$2,727.23
Bliven	20327	001 010 576 80 41 01	PK-Professional Tree Srv	Emergency Tree work at Catherine Creek Park	56230	\$2,724.77
Bliven	20328	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Removal Services The Reserve Retaining Pond	56230	\$872.25
					56230 Total	\$13,960.98
Brazel	080922 BRAZEL	001 002 513 11 43 00	AD-Travel & Meetings	WCMA Conf Yakima WA Meals - Brazel	56135	\$110.00
					56135 Total	\$110.00
Brinkman	070922 BRINKMAN	001 000 382 10 00 01	The Mill - Deposit	LS22-Brinkman Hartford Hall Rental 07/09/22 Deposit Refund	56136	\$500.00
					56136 Total	\$500.00
Brummett Inc	19492	001 008 521 20 43 01	LE-Business Meetings	Appreciation Plates	56313	\$48.04
					56313 Total	\$48.04
Business Card	BARNES 0722	001 008 521 20 43 00	LE-Travel & Per Diem	CERT Training Lacey WA Hotel - Valvick	56137	\$678.98
Business Card	BARNES 0722	001 008 521 20 43 00	LE-Travel & Per Diem	CISM Training Olympia WA Hotel - Irwin	56137	\$450.48
Business Card	BARNES 0722	001 008 521 40 49 01	LE-Registration Fees	sUAS Standard Basic Training Course - Bryant	56137	\$575.00
Business Card	BARNES 0722	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services 2022-2009	56137	\$263.25
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Conf San Antonio TX Hotel - Brazel	56137	\$806.91
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	Fuel PW41	56137	\$70.05
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	ICMA Conf Columbus OH Flight - Brazel	56137	\$701.60
Business Card	BRAZEL 0722	001 002 513 11 49 00	AD-Staff Development	ICMA Conf Columbus OH Registration - Brazel	56137	\$750.00
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	Monthly MAG Meeting Meal - Brazel	56137	\$18.85
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	Parking Fees - Stronger Families Business Leaders Luncheon	56137	\$13.00
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	Parks & Rec Director Candidate Selection Meeting Meal - Brazel	56137	\$61.47
Business Card	BRAZEL 0722	001 002 513 11 43 00	AD-Travel & Meetings	Taxi Service AWWA Conf San Antonio TX - Brazel	56137	\$32.26
Business Card	BRAZEL 0722	001 002 513 11 49 00	AD-Staff Development	WCMA Conf Yakima WA Registration - Brazel	56137	\$325.00
Business Card	CHELIN 0722	001 003 514 20 49 00	CC-Miscellaneous	IIMC Membership - Weaver	56137	\$215.00
Business Card	CHELIN 0722	001 013 518 20 41 00	GG-Professional Service	Zoom Monthly 06-2022	56137	\$261.73
Business Card	CHELIN 0722	001 013 518 20 41 00	GG-Professional Service	Zoom Monthly 07-2022	56137	\$261.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	CLIFTON 0722	101 016 543 30 43 00	ST-Travel & Meetings	APWA Conf Flight - Clifton	56137	\$534.35
Business Card	CLIFTON 0722	410 016 531 10 43 00	SW - Travel & Meetings	APWA Conf Flight - Clifton	56137	\$534.35
Business Card	CLIFTON 0722	001 012 575 51 47 00	CS- Grimm House Utilities	Grimm House Temp PUD Water Fill Station	56137	\$900.00
Business Card	CLIFTON 0722	001 010 576 80 41 00	PK-Professional Services	Mixed Wood Dump Fees	56137	\$752.00
Business Card	CLIFTON 0722	410 016 531 10 48 00	SW - Repairs & Maintenance	Recalibration/Refurbishing Air Sensors	56137	\$1,861.24
Business Card	DREHER 0722	001 008 521 20 31 00	LE-Office Supplies	Home Office Supplies Credit	56137	(\$50.34)
Business Card	DREHER 0722	001 008 521 20 31 00	LE-Office Supplies	Hook Rail	56137	\$10.91
Business Card	DREHER 0722	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	K9 Single Handler Yearly Access	56137	\$72.00
Business Card	DREHER 0722	001 008 521 20 43 01	LE-Business Meetings	Water/Chisp/Cookies for Business Meeting	56137	\$76.56
Business Card	GOOD 0722	001 005 518 10 41 01	HR - Advertising/Marketing	10-Pack Job Posting with AWC	56137	\$350.00
Business Card	GOOD 0722	101 016 542 30 41 01	ST-Advertising	Job Posting with APWA for Engineering Tech	56137	\$187.50
Business Card	GOOD 0722	410 016 531 10 41 05	SW - Advertising	Job Posting with APWA for Engineering Tech	56137	\$187.50
Business Card	HALVERSON 0722	101 016 543 30 43 00	ST-Travel & Meetings	APWA Conf Flight - Halverson	56137	\$509.36
Business Card	HALVERSON 0722	410 016 531 10 43 00	SW - Travel & Meetings	APWA Conf Flight - Halverson	56137	\$509.35
Business Card	HALVERSON 0722	001 010 576 80 49 01	PK-Staff Development	Chemical Endorsement for PE License - Wietholter	56137	\$15.00
Business Card	HALVERSON 0722	101 016 542 30 49 01	ST-Staff Development	Chemical Endorsement for PE License - Wietholter	56137	\$15.00
Business Card	HALVERSON 0722	410 016 531 10 49 01	SW - Staff Development	Chemical Endorsement for PE License - Wietholter	56137	\$15.00
Business Card	HALVERSON 0722	001 010 576 80 31 00	PK-Operating Costs	Spray Gun/Gloves/Pitcher/Spray Tank Cleaner	56137	\$359.09
Business Card	HALVERSON 0722	001 010 576 80 31 00	PK-Operating Costs	Water Heater/Connector/Brass Fitting - Lundeen	56137	\$505.90
Business Card	HEIST 0722	001 005 518 10 49 02	HR-Employee Recognition	ACE Committee Service Award	56137	\$68.19
Business Card	HEIST 0722	001 004 514 23 49 01	FI-Staff Development	WFOA Conf Registration - Heist	56137	\$425.00
Business Card	KNOEPFLE 0722	101 016 543 30 43 00	ST-Travel & Meetings	APWA PWX Registratinn - Clifton	56137	\$829.00
Business Card	KNOEPFLE 0722	101 016 543 30 43 00	ST-Travel & Meetings	APWA PWX Registratinn - Halverson	56137	\$829.00
Business Card	KNOEPFLE 0722	410 016 531 10 49 01	SW - Staff Development	CESCL Re-Cert Traning Registration - J Stevens	56137	\$200.00
Business Card	KNOEPFLE 0722	001 010 576 80 31 00	PK-Operating Costs	Cleaning Supplies	56137	\$23.53
Business Card	KNOEPFLE 0722	001 013 518 20 31 00	GG-Operating Costs	PODS Rental for Museum Storage	56137	\$259.66
Business Card	KNOEPFLE 0722	410 016 531 10 42 00	SW - Communications	Postage	56137	\$21.67
Business Card	KNOEPFLE 0722	410 016 531 10 49 01	SW - Staff Development	Professional Engineer License Fee	56137	\$116.00
Business Card	KNOEPFLE 0722	001 010 576 80 31 00	PK-Operating Costs	Project Mgmt Books	56137	\$79.80
Business Card	KNOEPFLE 0722	101 016 544 90 31 01	ST-Office Supplies	Project Mgmt Books	56137	\$79.80
Business Card	KNOEPFLE 0722	410 016 531 10 31 01	SW - Office Supplies	Project Mgmt Books	56137	\$79.80
Business Card	LEBLANC 0722	001 008 521 30 31 00	LE-Community Outreach Supplies	Funnels/Balloons/Plastic Cups	56137	\$24.63
Business Card	LEBLANC 0722	001 008 521 20 43 01	LE-Business Meetings	Rice/Water/Fruit/Bakery for Chiefs Meeting/Wellness Festival	56137	\$72.66
Business Card	MACDONALD 0722	001 010 576 80 48 00	PK-Repair & Maintenance	Glass Door/Mirror PW91	56137	\$654.10
Business Card	MACDONALD 0722	101 016 542 30 48 00	ST-Repair & Maintenance	Glass Repair 1999 Mitsubishi Fuso	56137	\$271.36
Business Card	MACDONALD 0722	410 016 531 10 48 00	SW - Repairs & Maintenance	Glass Repair 1999 Mitsubishi Fuso	56137	\$271.35
Business Card	MACDONALD 0722	530 016 594 48 60 00	Purchase Of Capital Equipment	License Fee for 1999 Mitsubishi Fuso F639	56137	\$1,031.29
Business Card	MACDONALD 0722	410 016 531 10 35 00	SW - Small Tools	Manifold Repair Kit/Hose/Ratchet Straps	56137	\$107.17
Business Card	MACDONALD 0722	001 010 576 80 31 00	PK-Operating Costs	Spot Skid Sprayer PW13/Reduc Bushing	56137	\$339.11
Business Card	MACDONALD 0722	001 010 576 80 31 00	PK-Operating Costs	Top Link Bushing - Davies Dock	56137	\$34.92
Business Card	STEVENS B 0722	001 004 514 23 43 00	FI-Travel & Meetings	Springbrook Annual Conf Las Vegas Hotel - B Stevens	56137	\$123.58
Business Card	STEVENS T 0722	001 006 518 80 49 01	IT-Staff Development	SQL Programming Training Registration	56137	\$49.68
Business Card	UBERT 0722	001 008 521 20 31 01	LE-Fixed Minor Equipment	Dump Fees for PD Evidence	56137	\$28.00
Business Card	UBERT 0722	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Monthly Subscription for PD	56137	\$82.91
Business Card	UBERT 0722	001 008 521 20 43 01	LE-Business Meetings	Lunch for County LUG Group Planning Meeting	56137	\$39.31

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WARRINGTON 0722	001 011 515 41 41 03	Ext Consult - Labor Relations	Fisher & Phillips - Government Filling Fees for HIB Visa	56137	\$2,460.00
Business Card	WARRINGTON 0722	001 005 518 10 49 01	HR-Staff Development	Lean Black Belt Training - Warrington	56137	\$1,550.00
Business Card	WEAVER 0722	001 001 513 10 49 01	Executive - Prof. Development	Economic Alliance Port Report Registration - Gailey	56137	\$60.34
Business Card	WEAVER 0722	001 001 511 60 43 00	Legislative - Travel & Mtgs	Smart Cities Conf Hotel Deposit - Daughtry	56137	\$303.26
Business Card	WEAVER 0722	001 001 511 60 43 00	Legislative - Travel & Mtgs	Smart Cities Conf Hotel Deposit - Dickinson	56137	\$303.26
Business Card	WEAVER 0722	001 001 511 60 43 00	Legislative - Travel & Mtgs	Smart Cities Conf Hotel Deposit - Ewing	56137	\$303.26
Business Card	WEAVER 0722	001 001 511 60 43 00	Legislative - Travel & Mtgs	Smart Cities Conf Hotel Deposit - Frederick	56137	\$303.26
Business Card	WEAVER 0722	001 001 513 10 43 00	Executive - Travel & Mtgs	Smart Cities Conf Hotel Deposit - Gailey	56137	\$303.26
Business Card	WEAVER 0722	001 001 511 60 43 00	Legislative - Travel & Mtgs	Smart Cities Conf Hotel Deposit - Jorstad	56137	\$303.26
Business Card	WRIGHT 0722	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LS Sewer District Gravity Main	56137	\$44.37
Business Card	WRIGHT 0722	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2021-0099 Lakeview Flats	56137	\$11.16
Business Card	WRIGHT 0722	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2022-0072 SEPA	56137	\$7.30
Business Card	WRIGHT 0722	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2022-0090 NOA/NPH	56137	\$5.11
Business Card	WRIGHT 0722	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Palous SEPA	56137	\$14.59
Business Card	WRIGHT 0722	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Patterson NOPH Cancellation	56137	\$17.51
Business Card	YOUNG 0722	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	56137	\$60.37
					56137 Total	\$25,021.91
Business Card	BARNES 0822	001 008 521 40 49 01	LE-Registration Fees	ARMA Membership Starkenburg	56314	\$95.00
Business Card	BARNES 0822	001 008 521 20 43 00	LE-Travel & Per Diem	CERT Training Lacey WA Hotel - Valvick Refund	56314	(\$150.16)
Business Card	BARNES 0822	001 008 521 20 31 00	LE-Office Supplies	Custom Traffic Sign	56314	\$94.30
Business Card	BARNES 0822	001 008 521 40 49 01	LE-Registration Fees	Essentials of RIM/Prof Leadership Program-Starkenburg	56314	\$1,898.00
Business Card	BRAZEL 0822	001 002 513 11 43 00	AD-Travel & Meetings	Cedarwood Facility Meeting Meal - Brazel/Gailey	56314	\$66.71
Business Card	CHELIN 0822	001 013 518 20 41 00	GG-Professional Service	Recording Fees for Food Bank Amend of Covenant	56314	\$209.50
Business Card	CHELIN 0822	001 013 518 20 41 00	GG-Professional Service	Zoom Monthly 08-2022	56314	\$261.73
Business Card	CLIFTON 0822	410 016 531 10 31 02	SW - Operating Costs	CPWP Certification Manuals	56314	\$457.35
Business Card	CLIFTON 0822	302 010 594 76 61 09	PM - Davies Beach	Threaded Rods/Nuts/Washers - Davies Dock	56314	\$437.45
Business Card	DREHER 0822	001 008 521 30 31 00	LE-Community Outreach Supplies	Naan Dippers/Trailmix/Drinks - Aquafest	56314	\$87.16
Business Card	DREHER 0822	001 008 521 30 31 00	LE-Community Outreach Supplies	Plates/Bowls/Foil/Clorox/Misc - Aquafest	56314	\$112.83
Business Card	DREHER 0822	001 008 521 20 41 01	LE-Professional Serv-Fixed	Water	56314	\$3.81
Business Card	DREHER 0822	001 008 521 30 31 00	LE-Community Outreach Supplies	Water/Ice - Aquafest	56314	\$43.49
Business Card	GOOD 0822	001 005 518 10 49 01	HR-Staff Development	WAPELRA Conf Registration - Good	56314	\$249.00
Business Card	HALVERSON 0822	302 010 594 76 61 09	PM - Davies Beach	Flat Plates/Parts - Davies Dock	56314	\$2,975.16
Business Card	HALVERSON 0822	302 010 594 76 61 09	PM - Davies Beach	Hitch Pins - Davies Dock	56314	\$77.00
Business Card	HALVERSON 0822	410 016 531 10 31 02	SW - Operating Costs	Winches/Dock Line/Fire Exting/Straps/Battery Switch	56314	\$632.28
Business Card	HEIST 0822	001 004 514 23 49 01	FI-Staff Development	Grant Writing Class - Rowe	56314	\$149.00
Business Card	HEIST 0822	001 005 518 10 49 02	HR-Employee Recognition	Service Awards	56314	\$85.00
Business Card	HINGTGEN 0822	001 008 521 20 31 01	LE-Fixed Minor Equipment	Suppressor for Glock	56314	\$57.26
Business Card	KNOEPFLE 0822	001 010 576 80 31 00	PK-Operating Costs	Automatic Ice Maker	56314	\$47.31
Business Card	KNOEPFLE 0822	101 016 544 90 31 02	ST-Operating Cost	Automatic Ice Maker	56314	\$47.31
Business Card	KNOEPFLE 0822	410 016 531 10 31 02	SW - Operating Costs	Automatic Ice Maker	56314	\$47.32
Business Card	KNOEPFLE 0822	001 012 575 50 31 00	CS- The Mill- Ops	Fasteners for Mill Sign	56314	\$20.02
Business Card	KNOEPFLE 0822	001 010 576 80 31 00	PK-Operating Costs	LED Light Kits/LED Nozzles/Multi Colored LED Lights	56314	\$665.87
Business Card	KNOEPFLE 0822	001 013 518 20 31 00	GG-Operating Costs	PODS Rental for Museum Storage	56314	\$259.66
Business Card	LEBLANC 0822	001 008 521 20 43 01	LE-Business Meetings	Chipotle Meals - Aquafest	56314	\$224.20
Business Card	LEBLANC 0822	001 008 521 40 49 01	LE-Registration Fees	Conflict Resolution Skill Training - Bickley	56314	\$30.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	MACDONALD 0822	410 016 531 10 31 02	SW - Operating Costs	Belts PW77	56314	\$269.12
Business Card	MACDONALD 0822	001 010 576 80 31 00	PK-Operating Costs	Ford Maverick DOL Registration	56314	\$64.00
Business Card	MACDONALD 0822	001 010 576 80 31 00	PK-Operating Costs	OTC Encore Annual Subscription for PW Shop Scan Tool	56314	\$252.75
Business Card	MACDONALD 0822	101 016 544 90 31 02	ST-Operating Cost	OTC Encore Annual Subscription for PW Shop Scan Tool	56314	\$252.75
Business Card	MACDONALD 0822	410 016 531 10 31 02	SW - Operating Costs	OTC Encore Annual Subscription for PW Shop Scan Tool	56314	\$252.75
Business Card	STEVENS B 0822	510 006 518 80 49 44	LR - Bitwarden Password Keeper	Bitwarden Annual Subscription	56314	\$5,999.47
Business Card	STEVENS B 0822	001 010 576 80 31 10	PK-Boat Launch Expenses	Testing Davies Beach Fee Machine	56314	\$2.00
Business Card	STEVENS T 0822	510 006 518 80 49 38	LR - DUO 2 Factor	DUO MFA Additional Annual Fees	56314	\$354.20
Business Card	STEVENS T 0822	510 006 518 80 49 38	LR - DUO 2 Factor	DUO MFA Annual Fees	56314	\$2,880.00
Business Card	THOMAS 0822	001 008 521 30 31 00	LE-Community Outreach Supplies	BBQ Sauce/Mixing Bowl/Foil - Aquafest	56314	\$36.55
Business Card	THOMAS 0822	001 008 521 30 31 00	LE-Community Outreach Supplies	Snacks/Fruit/Food/Drinks/Plates - Aquafest	56314	\$447.50
Business Card	UBERT 0822	001 008 521 20 49 00	LE-Dues & Memberships	ARMA Membership - J Ubert	56314	\$175.00
Business Card	UBERT 0822	001 008 521 40 49 01	LE-Registration Fees	Authentic/Deliberate Leadership Training - J Ubert	56314	\$750.00
Business Card	UBERT 0822	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Grooming Services	56314	\$75.00
Business Card	UBERT 0822	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Monthly Subscription for PD	56314	\$82.91
Business Card	UBERT 0822	001 008 521 40 49 01	LE-Registration Fees	Lean Six Sigma Black Belt Refund - M LeBlanc	56314	(\$1,899.00)
Business Card	UBERT 0822	001 008 521 20 43 00	LE-Travel & Per Diem	NASRO Conf Hotel Denver CO - Irwin	56314	\$1,096.40
Business Card	WARRINGTON 0822	001 007 558 50 41 00	PL-Professional Serv	Civil Plans Reviewer Job Advertisement	56314	\$130.00
Business Card	WARRINGTON 0822	001 011 515 41 41 03	Ext Consult - Labor Relations	FY23 Filing Fee H-1B Roth	56314	\$1,000.00
Business Card	WARRINGTON 0822	001 005 517 60 31 00	HR-Safety Program	Govenors Industrial Safety/Health Conference - Roth	56314	\$275.00
Business Card	WARRINGTON 0822	001 005 518 10 41 01	HR - Advertising/Marketing	IT Systems Engineer Job Advertisement	56314	\$150.00
Business Card	WARRINGTON 0822	001 006 518 80 31 00	IT-Office Supplies	IT Systems Engineer Job Advertisement	56314	\$150.00
Business Card	WARRINGTON 0822	001 005 518 10 49 01	HR-Staff Development	Lean Black Belt Training Refund - Warrington	56314	(\$1,550.00)
Business Card	WARRINGTON 0822	001 005 518 10 41 01	HR - Advertising/Marketing	Portable Fan for Outdoor Job Fairs	56314	\$28.34
Business Card	WEAVER 0822	001 001 513 10 49 01	Executive - Prof. Development	Economic Alliance DC Fly In Registration - Gailey	56314	\$1,600.00
Business Card	WEAVER 0822	001 008 521 20 43 00	LE-Travel & Per Diem	Executive Staff Retreat Hotel Deposit - Beazizo/Young	56314	\$110.46
Business Card	WEAVER 0822	001 002 513 11 43 00	AD-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Brazel	56314	\$55.23
Business Card	WEAVER 0822	001 003 514 20 43 00	CC-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Chelin/Weaver	56314	\$110.46
Business Card	WEAVER 0822	001 013 518 20 31 00	GG-Operating Costs	Executive Staff Retreat Hotel Deposit - Erickson	56314	\$55.23
Business Card	WEAVER 0822	001 001 513 10 43 00	Executive - Travel & Mtgs	Executive Staff Retreat Hotel Deposit - Gailey	56314	\$55.23
Business Card	WEAVER 0822	001 010 576 80 43 00	PK-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Garceau	56314	\$55.23
Business Card	WEAVER 0822	101 016 543 30 43 00	ST-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Halverson	56314	\$27.61
Business Card	WEAVER 0822	410 016 531 10 43 00	SW - Travel & Meetings	Executive Staff Retreat Hotel Deposit - Halverson	56314	\$27.61
Business Card	WEAVER 0822	001 004 514 23 43 00	FI-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Stevens B	56314	\$55.23
Business Card	WEAVER 0822	001 006 518 80 43 00	IT-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Stevens T	56314	\$55.23
Business Card	WEAVER 0822	001 005 518 10 43 00	HR-Travel & Meetings	Executive Staff Retreat Hotel Deposit - Warrington	56314	\$55.23
Business Card	WEAVER 0822	001 007 558 50 43 00	PL-Travel & Mtgs	Executive Staff Retreat Hotel Deposit - Wright R	56314	\$27.61
Business Card	WEAVER 0822	001 007 559 30 43 00	PB-Travel & Mtgs	Executive Staff Retreat Hotel Deposit - Wright R	56314	\$27.61
Business Card	WEAVER 0822	001 013 518 20 31 00	GG-Operating Costs	Mounted Posters - Legislative Breakfast	56314	\$306.58
Business Card	WEAVER 0822	001 010 576 80 49 01	PK-Staff Development	NRPA Annual Conf Hotel - Garceau	56314	\$515.58
Business Card	WEAVER 0822	001 010 576 80 49 01	PK-Staff Development	NRPA Annual Conf Registration - Garceau	56314	\$515.00
Business Card	WEAVER 0822	001 013 518 20 31 00	GG-Operating Costs	Silverware/Plates/Napkins - Legislative Breakfast	56314	\$34.25
Business Card	WEAVER 0822	001 002 513 11 43 00	AD-Travel & Meetings	Soda MAG Meeting	56314	\$27.81

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WRIGHT 0822	001 007 571 00 30 00	PL-Park & Recreation	DVD/Water/Soda/Candy for Auqafest/Movies in Park	56314	\$73.16
Business Card	WRIGHT 0822	001 007 571 00 30 00	PL-Park & Recreation	Ice Aquafest	56314	\$14.45
Business Card	WRIGHT 0822	001 007 571 00 30 00	PL-Park & Recreation	Movies in the Park Screen Rental	56314	\$465.00
Business Card	WRIGHT 0822	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Dunham Heights PH	56314	\$54.31
Business Card	WRIGHT 0822	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2022-0092/Batcheldor PLAT	56314	\$61.02
Business Card	WRIGHT 0822	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Vantage NOA	56314	\$15.25
Business Card	WRIGHT 0822	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Wilde NOA	56314	\$11.45
Business Card	YOUNG 0822	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	56314	\$60.37
Business Card	YOUNG 0822	001 008 521 40 49 01	LE-Registration Fees	SLI Registration - Young	56314	\$695.00
					56314 Total	\$25,625.50
Cadman Materials Inc	5845222	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	56231	\$2,044.53
					56231 Total	\$2,044.53
Calliope Consulting LLC	202	001 013 518 20 41 00	GG-Professional Service	Lean Training Contract Services 05-2022 & 06-2022	56138	\$330.00
					56138 Total	\$330.00
Canine Development Group Inc	32241	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Yearly Handler Subscription - Dreher	56139	\$140.00
					56139 Total	\$140.00
Canon Financial Services Inc	28845445	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	56140	\$285.53
Canon Financial Services Inc	28845449	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Planning/Building	56140	\$76.98
Canon Financial Services Inc	28845449	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Planning/Building	56140	\$76.98
Canon Financial Services Inc	28845449	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Planning/Building	56140	\$76.98
					56140 Total	\$516.47
Canon Financial Services Inc	28876048	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	56232	\$11.40
Canon Financial Services Inc	28876048	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	56232	\$11.39
Canon Financial Services Inc	28876048	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	56232	\$11.39
					56232 Total	\$34.18
Carter	070922 CARTER	001 008 521 20 43 00	LE-Travel & Per Diem	NASRO Conf Baggage Fees Reimbursement - Carter	56141	\$30.00
Carter	070922 CARTER	001 008 521 20 43 00	LE-Travel & Per Diem	NASRO Conf Parking Fees Reimbursement - Carter	56141	\$202.25
					56141 Total	\$232.25
Carter	091222 CARTER	001 008 521 20 43 00	LE-Travel & Per Diem	Marine LE Conf Richland WA Meals - Carter	56315	\$207.00
					56315 Total	\$207.00
CDW Government Inc	BG68729	001 006 518 80 31 00	IT-Office Supplies	APC Replacement Battery Cartridge	56142	\$506.58
CDW Government Inc	BJ80437	510 006 518 80 31 00	Purchase Computer Equipment	Lenovo Thinkpad/Dock	56142	\$2,346.54
					56142 Total	\$2,853.12
CDW Government Inc	BQ71279	510 006 518 80 49 41	LR - Genetec VMS	Genetec Renewal	56316	\$2,015.87
CDW Government Inc	BS32144	510 006 518 80 49 35	LR - AutoDesk Civil 3D	Autodesk Renewal	56316	\$4,999.64
					56316 Total	\$7,015.51
Celori	080522 CELORI	001 000 382 10 00 01	The Mill - Deposit	LS-Celori Sawyers Room Rental 08/05/22 Deposit Refund	56317	\$100.00
					56317 Total	\$100.00
Central Welding Supply Co Inc	RN06220990	001 010 576 80 31 00	PK-Operating Costs	Argon Gas/Centralshield/Propane	56143	\$21.70
Central Welding Supply Co Inc	RN06220990	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Centralshield/Propane	56143	\$21.71
Central Welding Supply Co Inc	RN06220990	410 016 531 10 31 02	SW - Operating Costs	Argon Gas/Centralshield/Propane	56143	\$21.71
					56143 Total	\$65.12
Central Welding Supply Co Inc	EV305288	410 016 531 10 31 02	SW - Operating Costs	Steel Wire/Gloves/Contact Tip/Fastip	56233	\$440.76
					56233 Total	\$440.76

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Central Welding Supply Co Inc	EV305365	101 016 544 90 31 02	ST-Operating Cost	Propane	56318	\$65.43
Central Welding Supply Co Inc	EV305365	410 016 531 10 31 02	SW - Operating Costs	Propane	56318	\$65.42
Central Welding Supply Co Inc	RN07221000	001 010 576 80 31 00	PK-Operating Costs	Argon Gas/Centrashield/Propane	56318	\$21.70
Central Welding Supply Co Inc	RN07221000	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Centrashield/Propane	56318	\$21.71
Central Welding Supply Co Inc	RN07221000	410 016 531 10 31 02	SW - Operating Costs	Argon Gas/Centrashield/Propane	56318	\$21.71
					56318 Total	\$195.97
Chicago Title Company	500055249-1	304 016 595 30 60 01	79th Ave SE Access Road	Title Policy - Duskin	56319	\$611.04
					56319 Total	\$611.04
Chinook Lumber Inc	1855464	302 010 594 76 61 09	PM - Davies Beach	Lumber - Davies Dock	56320	\$215.80
					56320 Total	\$215.80
Cintas Loc 460	4124020650	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56144	\$134.24
Cintas Loc 460	4124020650	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56144	\$134.24
Cintas Loc 460	4124020650	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56144	\$134.24
Cintas Loc 460	4124624536	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56144	\$143.77
Cintas Loc 460	4124624536	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56144	\$143.77
Cintas Loc 460	4124624536	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56144	\$143.77
					56144 Total	\$834.03
Cintas Loc 460	4125389111	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56234	\$143.71
Cintas Loc 460	4125389111	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56234	\$143.71
Cintas Loc 460	4125389111	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56234	\$143.70
Cintas Loc 460	4126048727	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56234	\$148.59
Cintas Loc 460	4126048727	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56234	\$148.59
Cintas Loc 460	4126048727	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56234	\$148.60
					56234 Total	\$876.90
Cintas Loc 460	4126719592	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56321	\$148.59
Cintas Loc 460	4126719592	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56321	\$148.59
Cintas Loc 460	4126719592	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56321	\$148.60
Cintas Loc 460	4127390975	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	56321	\$148.59
Cintas Loc 460	4127390975	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	56321	\$148.59
Cintas Loc 460	4127390975	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	56321	\$148.60
					56321 Total	\$891.56
City of Everett	I22003565	410 016 531 10 41 01	SW - Professional Services	Fecal Coliform Analysis	56145	\$330.00
					56145 Total	\$330.00
City of Everett	I22004086	001 008 554 30 41 00	LE-Animal Control	Animal Boarding Fees	56322	\$1,120.00
City of Everett	I22004097	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 06-2022	56322	\$1,410.00
					56322 Total	\$2,530.00
City of Marysville	LKS22-6	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 06-2022	56146	\$5,516.01
					56146 Total	\$5,516.01
Civicplus Inc	228945	510 006 518 80 49 07	LR - Civic Plus Website	CivicRec Annual Fee/Maint/Support	56323	\$6,873.31
					56323 Total	\$6,873.31
ClearGov Inc	2022-11689	510 006 518 80 49 43	LR - ClearGov	ClearGov Digital Budget Book Suite Renewal	56147	\$5,236.80
					56147 Total	\$5,236.80
CM Heating	0722 CM HEATING	003 000 322 10 00 00	Building Permits	BLD2022-0507 Refund - WO Cancelled	56148	\$50.00
CM Heating	0722 CM HEATING	510 000 341 81 00 00	Technology Fee	BLD2022-0507 Refund - WO Cancelled	56148	\$1.50
					56148 Total	\$51.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
CM Heating	0722 CM HEATING	003 000 322 10 00 00	Building Permits	BLD2022-0723 Refund - Applicant Cancelled	56235	\$55.00
CM Heating	0722 CM HEATING	510 000 341 81 00 00	Technology Fee	BLD2022-0723 Refund - Applicant Cancelled	56235	\$1.65
					56235 Total	\$56.65
Code Publishing LLC	GC0008228	001 003 514 20 41 00	CC-Professional Services	Muni Code Web Update	56324	\$217.04
					56324 Total	\$217.04
Colacurcio Brothers Inc	PE8 FESTIVAL	304 016 595 30 60 03	Festival Street/Mill Spur	Festival Street Project 20006	56236	\$253,265.53
					56236 Total	\$253,265.53
Comcast	0622 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	56149	\$401.67
Comcast	0622 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	56149	\$401.67
Comcast	0622 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	56149	\$138.21
Comcast	0622 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	56149	\$321.67
					56149 Total	\$1,263.22
Comcast	0722 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	56325	\$401.67
Comcast	0722 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	56325	\$401.67
Comcast	0722 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	56325	\$138.21
Comcast	0722 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	56325	\$321.67
					56325 Total	\$1,263.22
Compensation Connections LLC	2310	001 013 518 20 41 00	GG-Professional Service	2022 Salary Market Study	56326	\$600.00
					56326 Total	\$600.00
Cooper	091122 COOPER	001 008 521 20 43 00	LE-Travel & Per Diem	Animal Control Academy Burien WA Meals - Cooper	56327	\$430.00
Cooper	091822 COOPER	001 008 521 20 43 00	LE-Travel & Per Diem	Animal Control Academy Burien WA Meals - Cooper	56327	\$430.00
					56327 Total	\$860.00
Cory De Jong and Sons Inc	E294775	101 016 542 70 31 00	ST-Roadside - Supply	Mulch	56328	\$388.40
					56328 Total	\$388.40
Crystal Springs	5249844 080122	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	56329	\$31.60
Crystal Springs	5249844 080122	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	56329	\$31.60
Crystal Springs	5249844 080122	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	56329	\$111.16
Crystal Springs	5249844 080122	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - PW Shop	56329	\$2.18
Crystal Springs	5249844 080122	410 016 531 10 31 02	SW - Operating Costs	Bottled Water - PW Shop	56329	\$2.17
					56329 Total	\$178.71
Data Transfer Solutions LLC	1453299	510 006 518 80 49 33	LR - Vue Works	VueWorks Software Perpetual License/Annual Support & Maint	56330	\$34,000.00
					56330 Total	\$34,000.00
DataQuest LLC	18664	001 007 558 50 41 00	PL-Professional Servic	Background Checks	56150	\$159.00
DataQuest LLC	18664	001 010 576 80 41 00	PK-Professional Services	Background Checks	56150	\$79.50
DataQuest LLC	18664	101 016 542 30 41 02	ST-Professional Service	Background Checks	56150	\$189.00
					56150 Total	\$427.50
DataQuest LLC	18943	001 008 521 20 41 00	LE-Professional Services	Background Checks	56331	\$45.00
DataQuest LLC	18943	001 010 576 80 41 00	PK-Professional Services	Background Checks	56331	\$79.50
					56331 Total	\$124.50
David Evans and Associates Inc	514028	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-20 North Cove Park Drainage	56237	\$1,033.00
David Evans and Associates Inc	514029	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-10 Mill Spur	56237	\$1,817.70
David Evans and Associates Inc	514030	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-11 North Village Townhomes	56237	\$1,960.20
David Evans and Associates Inc	514031	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-12 Mattson Hills	56237	\$2,031.60
					56237 Total	\$6,842.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Davido Consulting Group Inc	42180	410 016 531 10 41 01	SW - Professional Services	Downtown Stormwater Projects 1-4	56238	\$7,413.00
Davido Consulting Group Inc	42181	410 016 531 10 41 01	SW - Professional Services	Downtown Stormwater Projects 5-6	56238	\$3,080.50
					56238 Total	\$10,493.50
Dept Graphics	11771	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removal PT-17-71	56239	\$1,483.65
					56239 Total	\$1,483.65
Dept of Labor and Industries	Q2 2022	001 000 281 00 00 00	Payroll Liability Taxes	Q2 2022 Workers Comp Insurance	0	\$54,532.02
Dept of Labor and Industries	Q2 2022	001 008 521 20 24 00	LE-Workers Comp	Q2 2022 Workers Comp Insurance	0	\$2.09
Dept of Labor and Industries	Q2 2022	001 010 576 80 24 00	PK-Workers Comp	Q2 2022 Workers Comp Insurance	0	\$30.38
Dept of Labor and Industries	Q2 2022	001 013 518 30 24 00	GG-Workers Comp	Q2 2022 Workers Comp Insurance	0	\$1.29
Dept of Labor and Industries	Q2 2022	101 016 542 30 24 00	ST-Workers Comp	Q2 2022 Workers Comp Insurance	0	\$0.91
Dept of Labor and Industries	Q2 2022	410 016 531 10 24 00	SW-Workers Comp	Q2 2022 Workers Comp Insurance	0	\$28.57
					0 Total	\$54,595.26
Dept of Licensing	070922 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 07/03/22 thru 07/09/22	56151	\$324.00
Dept of Licensing	071622 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 07/10/22 thru 07/16/22	56151	\$90.00
					56151 Total	\$414.00
Dept of Licensing	072322 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 07/17/22 thru 07/23/22	56240	\$126.00
Dept of Licensing	073022 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 07/24/22 thru 07/30/22	56240	\$180.00
					56240 Total	\$306.00
Dept of Licensing	080622 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 07/31/22 thru 08/06/22	56332	\$90.00
Dept of Licensing	081322 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 08/07/22 thru 08/13/22	56332	\$144.00
					56332 Total	\$234.00
Dept of Retirement (Deferred Comp)	70822	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,543.13
					0 Total	\$4,543.13
Dept of Retirement (Deferred Comp)	72522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,550.07
					0 Total	\$4,550.07
Dept of Retirement (Deferred Comp)	81022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,616.41
					0 Total	\$4,616.41
Dept of Retirement PERS LEOFF	70822	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$63,874.90
Dept of Retirement PERS LEOFF	70822	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	0	\$81.40
					0 Total	\$63,956.30
Dept of Retirement PERS LEOFF	72522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$64,433.28
Dept of Retirement PERS LEOFF	72522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	0	\$84.56
					0 Total	\$64,517.84
Dept of Retirement PERS LEOFF	81022	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$66,438.81
Dept of Retirement PERS LEOFF	81022	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	0	\$3,742.26
					0 Total	\$70,181.07
Dept of Revenue EFT	Jun-22	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - June 2022	0	\$2,757.08
					0 Total	\$2,757.08
Dept of Revenue Leasehold EFT	Q2 2022	001 013 518 90 49 06	GG-Excise Tax	Q2 2022 Leasehold Excise Tax	0	\$0.04
Dept of Revenue Leasehold EFT	Q2 2022	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q2 2022 Leasehold Excise Tax	0	\$4,415.31
					0 Total	\$4,415.35
Dept of Transportation	RE-313-ATB20613027	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	56241	\$1,030,770.08
					56241 Total	\$1,030,770.08
Dicks Towing Inc	E182014	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-11064	56152	\$126.39
Dicks Towing Inc	E182829	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-11546	56152	\$126.39
					56152 Total	\$252.78

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dicks Towing Inc	18223161	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-12509	56242	\$126.39
Dicks Towing Inc	18223570	001 008 521 20 41 00	LE-Professional Services	Evidence Towing Suzuki	56242	\$126.39
Dicks Towing Inc	E198647	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-11546	56242	\$125.70
Dicks Towing Inc	SNO3067	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-11917	56242	\$126.39
					56242 Total	\$504.87
Dicks Towing Inc	M72611	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-13067	56333	\$126.39
					56333 Total	\$126.39
Dobbs Heavy Duty Holdings LLC	026P34521	101 016 544 90 31 02	ST-Operating Cost	Throttle/Hi & Low Beam Bulbs PW78	56153	\$1,218.98
					56153 Total	\$1,218.98
Dominick	090321DOMINICK2	001 000 382 10 00 01	The Mill - Deposit	Reissue Ck #54079 Deposit Refund - The Stack Rental 09/03/21	56154	\$100.00
					56154 Total	\$100.00
Dunlap Industrial Hardware	362085-1	001 010 576 80 31 06	PK-Lake Safety	Yellow Floats	56155	\$411.07
					56155 Total	\$411.07
Dunlap Industrial Hardware	363457-1	302 010 594 76 61 09	PM - Davies Beach	Ratchet w/strap Wire Hook/Construction Wrench	56334	\$288.82
					56334 Total	\$288.82
EASL Inc	LS0-0722	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 06-2022	56335	\$5,501.31
EASL Inc	LS-0822	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 07-2022	56335	\$5,501.31
					56335 Total	\$11,002.62
Edwards	071022 EDWARDS	001 000 382 10 00 01	The Mill - Deposit	LS22-Edwards Hartford Hall Rental 07/10/22 Deposit Refund	56156	\$500.00
					56156 Total	\$500.00
EFTPS	70822	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$114,882.83
					0 Total	\$114,882.83
EFTPS	72522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$106,503.96
					0 Total	\$106,503.96
EFTPS	81022	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$112,028.35
					0 Total	\$112,028.35
Electronic Business Machines	AR223875	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - QNN08471	56157	\$17.25
Electronic Business Machines	AR223875	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - QNN08471	56157	\$17.24
Electronic Business Machines	AR223875	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - QNN08471	56157	\$17.25
Electronic Business Machines	AR224018	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	56157	\$49.19
					56157 Total	\$100.93
Electronic Business Machines	AR224827	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	56243	\$17.88
Electronic Business Machines	AR224827	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	56243	\$17.87
Electronic Business Machines	AR224827	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	56243	\$17.87
Electronic Business Machines	AR225236	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - JMQ10326	56243	\$75.98
					56243 Total	\$129.60
Electronic Business Machines	AR226164	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - QNN08471	56336	\$14.87
Electronic Business Machines	AR226164	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - QNN08471	56336	\$14.87
Electronic Business Machines	AR226164	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - QNN08471	56336	\$14.87
					56336 Total	\$44.61
Elite Securities Inc	39437	001 010 576 80 31 00	PK-Operating Costs	Key Copies	56244	\$6.20
Elite Securities Inc	39437	101 016 544 90 31 02	ST-Operating Cost	Key Copies	56244	\$6.20
Elite Securities Inc	39437	410 016 531 10 31 02	SW - Operating Costs	Key Copies	56244	\$6.20
					56244 Total	\$18.60

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Employment Security Department EFT	Q2 2022	001 000 284 00 00 00	Payroll Liability Other	Q2 2022 Paid Family Medical Leave	0	\$14,769.50
Employment Security Department EFT	Q2 2022	001 013 518 30 20 00	GG-Benefits	Q2 2022 Paid Family Medical Leave	0	(\$0.21)
					0 Total	\$14,769.29
Engineering Business Systems Inc	136855	001 010 576 80 31 00	PK-Operating Costs	Plotter Paper	56337	\$105.46
Engineering Business Systems Inc	136855	101 016 544 90 31 02	ST-Operating Cost	Plotter Paper	56337	\$105.46
Engineering Business Systems Inc	136855	410 016 531 10 31 02	SW - Operating Costs	Plotter Paper	56337	\$105.47
Engineering Business Systems Inc	137153	001 010 576 80 31 00	PK-Operating Costs	Plotter Ink	56337	\$38.32
Engineering Business Systems Inc	137153	101 016 544 90 31 02	ST-Operating Cost	Plotter Ink	56337	\$38.33
Engineering Business Systems Inc	137153	410 016 531 10 31 02	SW - Operating Costs	Plotter Ink	56337	\$38.32
					56337 Total	\$431.36
Everett Steel Inc	365223	302 010 594 76 61 09	PM - Davies Beach	Steel Angles	56245	\$287.48
					56245 Total	\$287.48
Fastenal Company	WAARN159271	410 016 531 10 35 00	SW - Small Tools	Metal Screws	56246	\$72.47
					56246 Total	\$72.47
Fauth	071922 FAUTH	001 007 559 30 31 01	PB-Operating Cost	Work Boots Reimbursement	56158	\$103.93
					56158 Total	\$103.93
Feldman & Lee PS	01-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 01-2022	56247	\$600.00
Feldman & Lee PS	02-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 02-2022	56247	\$600.00
Feldman & Lee PS	03-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 03-2022	56247	\$600.00
Feldman & Lee PS	04-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 04-2022	56247	\$600.00
Feldman & Lee PS	05-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 05-2022	56247	\$600.00
Feldman & Lee PS	06-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 06-2022	56247	\$600.00
Feldman & Lee PS	07-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 07-2022	56247	\$10,600.00
					56247 Total	\$14,200.00
Feldman & Lee PS	06-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 06-2022	56338	\$10,000.00
					56338 Total	\$10,000.00
Fireshield Inc	11202	001 012 575 50 48 00	CS- The Mill - R & M	Fire Alarm Repair - The Mill	56159	\$807.34
					56159 Total	\$807.34
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	56111	\$177.57
					56111 Total	\$177.57
Florida State Disbursement Unit	72522	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	56219	\$177.57
					56219 Total	\$177.57
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	56293	\$177.57
					56293 Total	\$177.57
Flower World Inc	166026	001 010 576 80 31 00	PK-Operating Costs	Flowers/Plants	56339	\$545.09
Flower World Inc	166030	001 010 576 80 31 00	PK-Operating Costs	Trees	56339	\$135.93
Flower World Inc	179851	001 010 576 80 31 00	PK-Operating Costs	Trees/Plants	56339	\$246.56
Flower World Inc	220899	001 010 576 80 31 00	PK-Operating Costs	PottingSoil/Bedding/Plants	56339	\$184.20
					56339 Total	\$1,111.78
Frontier Communications	2020 FRONTIER 1	001 013 518 20 49 00	GG-Miscellaneous	Telephone Utility Tax Overpayment for Jan 2020	56340	\$516.34
					56340 Total	\$516.34
Frontier Communications	2020 FRONTIER 2	001 013 518 20 49 00	GG-Miscellaneous	Telephone Utility Tax Overpayment for Jan 2020	56341	\$117.64
					56341 Total	\$117.64

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Giddens	072522 GIDDENS	001 000 382 10 00 01	The Mill - Deposit	LS22-Giddens The Mill Rental 07/23/22 Deposit Refund	56248	\$500.00
					56248 Total	\$500.00
Glens Welding & Machine Inc	S16790	410 016 531 10 31 02	SW - Operating Costs	FS361 Brushcutters/BR800CE/Line Heads/Grease	56342	\$6,170.38
Glens Welding & Machine Inc	S16855	410 016 531 10 31 02	SW - Operating Costs	Chains Carbide	56342	\$231.27
					56342 Total	\$6,401.65
Gordon Truck Centers Inc	SR302027299:02	410 016 531 10 48 00	SW - Repairs & Maintenance	Fault Code Inspection/Repairs PW65	56343	\$4,313.89
					56343 Total	\$4,313.89
Governmentjobscom Inc	INV-29433	001 005 518 10 41 00	HR-Professional Services	NEOGOV eSkill Pre-Employment Integration	56249	\$3,950.00
					56249 Total	\$3,950.00
Grainger	9380909359	101 016 544 90 31 02	ST-Operating Cost	Evaporator Kit/Solenoid Assemble Service Kit	56250	\$349.86
Grainger	9381223354	101 016 542 70 31 00	ST-Roadside - Supply	Outdoor Convex Mirror	56250	\$105.74
Grainger	9383771640	001 010 576 80 31 00	PK-Operating Costs	Solenoid Assembly Serive Kit	56250	\$115.70
Grainger	9383771657	001 010 576 80 31 00	PK-Operating Costs	Evaporator Kit	56250	\$236.73
Grainger	9385518122	302 010 594 76 61 09	PM - Davies Beach	Cable Ties	56250	\$110.68
					56250 Total	\$918.71
Grainger	9393658399	001 010 576 80 31 00	PK-Operating Costs	Enclosed Limit Switch	56344	\$91.59
Grainger	9393658399	101 016 544 90 31 02	ST-Operating Cost	Enclosed Limit Switch	56344	\$91.58
Grainger	9393658399	410 016 531 10 31 02	SW - Operating Costs	Enclosed Limit Switch	56344	\$91.58
Grainger	9394786538	001 010 576 80 31 00	PK-Operating Costs	Toilet Paper/Gloves	56344	\$106.08
Grainger	9399691055	001 010 576 80 31 00	PK-Operating Costs	Toilet Paper	56344	\$173.47
					56344 Total	\$554.30
Granite Construction Supply	95625	101 016 542 64 31 00	ST-Traffic Control - Supply	No Parking Signs/Brackets/Posts	56160	\$1,083.50
Granite Construction Supply	95667	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	56160	\$84.90
Granite Construction Supply	95668	101 016 542 64 31 00	ST-Traffic Control - Supply	Traffic Paint	56160	\$78.47
Granite Construction Supply	95686	101 016 542 64 31 00	ST-Traffic Control - Supply	One Lane Road Ahead Signs/Traffic Cones	56160	\$992.72
					56160 Total	\$2,239.59
Granite Construction Supply	96052	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs - 84th Ave NE/20th St NE	56251	\$93.74
					56251 Total	\$93.74
Granite Construction Supply	96107	101 016 542 64 31 00	ST-Traffic Control - Supply	No Parking Symbol/Traffic Paint	56345	\$301.72
Granite Construction Supply	96136	101 016 542 64 31 00	ST-Traffic Control - Supply	Barricades	56345	\$862.72
Granite Construction Supply	96157	101 016 542 64 31 00	ST-Traffic Control - Supply	Barricades/CautionTape/Sign Stand	56345	\$955.91
Granite Construction Supply	96363	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign - No Parking Any Time	56345	\$331.57
					56345 Total	\$2,451.92
Great Floors	121312	001 013 518 20 48 00	GG-Repair & Maintenance	Carpet Install North Sound PT - 1819 S Lake Stevens Rd	56161	\$17,675.56
					56161 Total	\$17,675.56
Greenshields Industrial Supply Inc	120495	410 016 531 10 31 02	SW - Operating Costs	Binder Ratchet/Chain	56252	\$2,473.30
Greenshields Industrial Supply Inc	120499	302 010 594 76 61 09	PM - Davies Beach	Chain/Grab Hook	56252	\$409.93
Greenshields Industrial Supply Inc	120782	410 016 531 10 31 02	SW - Operating Costs	Sling Hook/Grab Hooks	56252	\$153.20
					56252 Total	\$3,036.43
Greenshields Industrial Supply Inc	121501	410 016 531 10 31 02	SW - Operating Costs	Thimble Eyes/Shackle/Masterlinks	56346	\$684.79
Greenshields Industrial Supply Inc	121688	302 010 594 76 61 09	PM - Davies Beach	Worm Gear Hose Clamps	56346	\$127.48
Greenshields Industrial Supply Inc	121855	302 010 594 76 61 09	PM - Davies Beach	Worm Gear Hose Clamps	56346	\$159.36
					56346 Total	\$971.63

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Gunarama Wholesale Inc	1161807	001 008 521 20 31 05	LE-Equipment - New Officers	Firearms for New Officer (Credit) PO #1826	56347	(\$763.00)
Gunarama Wholesale Inc	1167559	520 008 594 21 63 03	Firearm - Capital Equip	Glock Gen-5 Trade In Glock Gen-4	56347	\$1,082.27
Gunarama Wholesale Inc	1180497	520 008 594 21 63 03	Firearm - Capital Equip	Firearm	56347	\$495.31
Gunarama Wholesale Inc	1181934	520 008 594 21 63 03	Firearm - Capital Equip	Firearm Credit	56347	(\$381.85)
Gunarama Wholesale Inc	1182133	001 008 521 20 31 05	LE-Equipment - New Officers	Glock	56347	\$495.31
					56347 Total	\$928.04
Hathaway	33437	001 007 558 50 31 00	PL-Office Supplies	Nameplate - Schwindt	56162	\$19.58
					56162 Total	\$19.58
Hathaway	33462	001 004 514 23 31 00	FI-Office Supplies	Nameplate & Holder - Heist	56253	\$41.12
Hathaway	33462	001 008 521 20 31 00	LE-Office Supplies	Nameplate & Holder - Thomas	56253	\$41.12
Hathaway	33462	001 010 576 80 31 00	PK-Operating Costs	Nameplate & Holder - Weitholter/Mangold	56253	\$27.68
Hathaway	33462	101 016 544 90 31 01	ST-Office Supplies	Nameplate & Holder - Weitholter/Mangold	56253	\$27.68
Hathaway	33462	410 016 531 10 31 01	SW - Office Supplies	Nameplate & Holder - Weitholter/Mangold/Farrant	56253	\$68.01
					56253 Total	\$205.61
Hemingson	0722 HEMINGSON	003 000 322 10 00 00	Building Permits	BLD2022-0548 Refund - Duplicate Charge	56163	\$588.75
					56163 Total	\$588.75
HERC Rentals Inc	33013291-001	101 016 542 30 45 00	ST-Rentals-Leases	Boom Rental	56348	\$2,001.99
					56348 Total	\$2,001.99
Herrera	081222 HERRERA	001 000 382 10 00 01	The Mill - Deposit	LS22-Herrera Sawyers Room Rental 08/12/22 Deposit Refund	56349	\$100.00
					56349 Total	\$100.00
Highmark Capital LLC	69588	001 008 521 20 31 00	LE-Office Supplies	Wall Art Hanging System	56350	\$506.16
					56350 Total	\$506.16
Hingtgen	091422 HINGTGEN	001 008 521 20 43 00	LE-Travel & Per Diem	Rifle Instructor Training Oak Harbor WA Meals - Hingtgen	56351	\$85.00
					56351 Total	\$85.00
Home Depot	2013819	001 013 518 20 31 00	GG-Operating Costs	Pipe Supplies - Row Club	56254	\$308.11
					56254 Total	\$308.11
Honey Bucket	552851287	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	56164	\$170.50
Honey Bucket	552852213	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove	56164	(\$300.01)
Honey Bucket	552860378	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove	56164	\$1,185.00
Honey Bucket	552863121	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	56164	\$156.75
Honey Bucket	552873156	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	56164	\$132.00
					56164 Total	\$1,344.24
Honey Bucket	552883960	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	56255	\$330.89
Honey Bucket	552883961	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	56255	\$274.45
Honey Bucket	552890192	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 12308 17th Pl NE	56255	\$155.50
Honey Bucket	552890193	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch	56255	\$274.45
Honey Bucket	552898212	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	56255	\$224.00
Honey Bucket	552898213	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	56255	\$142.50
					56255 Total	\$1,401.79
Honey Bucket	552908607	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	56352	\$249.50
Honey Bucket	552911437	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	56352	\$170.50
Honey Bucket	552920210	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove	56352	\$790.00
Honey Bucket	552922889	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	56352	\$156.75

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	552932548	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	56352	\$132.00
					56352 Total	\$1,498.75
Horizon Distributors Inc	2M128278	001 010 576 80 31 00	PK-Operating Costs	Rain Bird/Slip Fix Coup/PVC Adapter	56256	\$171.06
					56256 Total	\$171.06
HRA VEBA Trust YA20192	70822	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	56112	\$2,453.46
					56112 Total	\$2,453.46
HRA VEBA Trust YA20192	81022	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	56294	\$2,453.46
					56294 Total	\$2,453.46
HSA Bank	70822	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	56113	\$125.00
					56113 Total	\$125.00
HSA Bank	72522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	56220	\$125.00
					56220 Total	\$125.00
HSA Bank	81022	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	56295	\$125.00
					56295 Total	\$125.00
HW Lochner Inc	17878-22	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	56165	\$4,049.06
					56165 Total	\$4,049.06
HW Lochner Inc	17878-23	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	56353	\$1,687.39
					56353 Total	\$1,687.39
ICONIX Waterworks US Inc	U2216034057	302 010 594 76 61 09	PM - Davies Beach	Plugs/GSK Caps	56354	\$176.10
ICONIX Waterworks US Inc	U2216035395	001 010 576 80 31 00	PK-Operating Costs	LVC Ball Vales/Sealant/Megatape/Adapters	56354	\$135.70
ICONIX Waterworks US Inc	U2216035396	001 010 576 80 31 00	PK-Operating Costs	Brass Nipples	56354	\$39.56
					56354 Total	\$351.36
Industrial Bolt & Supply Inc	788989-1	410 016 531 10 35 00	SW - Small Tools	Grip Sert Insert/Pans/Washers	56166	\$106.51
					56166 Total	\$106.51
Industrial Bolt & Supply Inc	786850-3	410 016 531 10 31 02	SW - Operating Costs	Clamps/Knurled Grip Sert	56257	\$32.85
					56257 Total	\$32.85
Industrial Bolt & Supply Inc	791309-1	410 016 531 10 31 02	SW - Operating Costs	Cut Off Wheels/Zipper/Discs	56355	\$690.99
Industrial Bolt & Supply Inc	791419-1	410 016 531 10 31 02	SW - Operating Costs	Washers/Locknuts	56355	\$666.47
Industrial Bolt & Supply Inc	791459-1	410 016 531 10 31 02	SW - Operating Costs	Acrylic Adhesive/Dispensing Tool/Mixing Nozzles	56355	\$642.82
Industrial Bolt & Supply Inc	791833-1	410 016 531 10 31 02	SW - Operating Costs	Hex Head Cap Screws	56355	\$164.34
					56355 Total	\$2,164.62
Irwin	070322 IRWIN	001 008 521 20 43 00	LE-Travel & Per Diem	NASRO Conf Parking Fees Reimbursement - Irwin	56167	\$169.00
					56167 Total	\$169.00
Irwin	091222 IRWIN	001 008 521 20 43 00	LE-Travel & Per Diem	Marine LE Conf Richland WA Meals - Irwin	56356	\$207.00
					56356 Total	\$207.00
J Thayer Co Inc	1599100-0	410 016 531 10 31 02	SW - Operating Costs	Index Tabs	56168	\$9.12
J Thayer Co Inc	1600459-0	410 016 531 10 31 02	SW - Operating Costs	Markers/Clips/Laminating Sheets	56168	\$35.02
J Thayer Co Inc	1601482-0	001 013 518 20 31 00	GG-Operating Costs	Cleaning Supplies/Post It Notes	56168	\$367.72
J Thayer Co Inc	1601482-0	001 007 559 30 31 00	PB-Office Supplies	Highlighters	56168	\$5.40
J Thayer Co Inc	1601482-0	001 007 558 50 31 00	PL-Office Supplies	Steno Books	56168	\$2.83
J Thayer Co Inc	1601482-1	001 013 518 20 31 00	GG-Operating Costs	Markers	56168	\$3.15
					56168 Total	\$423.24
J Thayer Co Inc	1601838-0	001 010 576 80 31 00	PK-Operating Costs	Paper Towels	56258	\$27.81
J Thayer Co Inc	1601838-0	101 016 544 90 31 02	ST-Operating Cost	Paper Towels	56258	\$27.82
J Thayer Co Inc	1601838-0	410 016 531 10 31 02	SW - Operating Costs	Paper Towels	56258	\$27.82
					56258 Total	\$83.45

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
J Thayer Co Inc	1603583-0	001 010 576 80 31 00	PK-Operating Costs	Wall File	56357	\$18.19
J Thayer Co Inc	1603583-0	101 016 544 90 31 02	ST-Operating Cost	Wall File	56357	\$18.18
J Thayer Co Inc	1603583-0	410 016 531 10 31 02	SW - Operating Costs	Wall File	56357	\$18.18
J Thayer Co Inc	1605066-0	001 010 576 80 31 00	PK-Operating Costs	Laminating Pouch	56357	\$16.72
J Thayer Co Inc	1605066-0	101 016 544 90 31 02	ST-Operating Cost	Laminating Pouch	56357	\$16.73
J Thayer Co Inc	1605066-0	410 016 531 10 31 02	SW - Operating Costs	Laminating Pouch	56357	\$16.73
J Thayer Co Inc	1605137-0	001 008 521 20 31 00	LE-Office Supplies	Paper/Folders/Envelopes/Laminating Pouches/Pens	56357	\$336.53
J Thayer Co Inc	1605165-0	001 010 576 80 31 00	PK-Operating Costs	File Organizer	56357	\$16.72
J Thayer Co Inc	1605165-0	101 016 544 90 31 02	ST-Operating Cost	File Organizer	56357	\$16.73
J Thayer Co Inc	1605165-0	410 016 531 10 31 02	SW - Operating Costs	File Organizer	56357	\$16.73
J Thayer Co Inc	1605173-0	001 008 521 20 31 00	LE-Office Supplies	Paper	56357	\$32.68
J Thayer Co Inc	1605858-0	001 008 521 20 31 00	LE-Office Supplies	Folders	56357	\$63.81
					56357 Total	\$587.93
Jefferies	a15	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - 2922 127th Ave NE	56169	\$981.00
Jefferies	a16	001 010 576 80 41 01	PK-Professional Tree Srv	Tree Services - 2505 113th Dr NE	56169	\$654.00
					56169 Total	\$1,635.00
Lake Stevens Chamber of Commerce	08-2022 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 08-2022	56259	\$1,500.00
					56259 Total	\$1,500.00
Lake Stevens Police Guild	70822	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	56114	\$1,157.25
					56114 Total	\$1,157.25
Lake Stevens Police Guild	72522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	56221	\$1,122.00
					56221 Total	\$1,122.00
Lake Stevens Police Guild	81022	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	56296	\$1,122.00
					56296 Total	\$1,122.00
Lake Stevens Sewer District	25178	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	Engineering Fees 91st Ave SE & 24th St SE	56170	\$449.31
Lake Stevens Sewer District	25183	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	Inspection Fees 91st Ave SE & 24th St SE	56170	\$225.00
					56170 Total	\$674.31
Lake Stevens Sewer District	12326.01 0722	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	56260	\$100.00
Lake Stevens Sewer District	13135.01 0722	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	56260	\$49.50
Lake Stevens Sewer District	13135.01 0722	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	56260	\$49.50
Lake Stevens Sewer District	2538.02 0722	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	56260	\$198.00
Lake Stevens Sewer District	3628.02 0722	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	56260	\$99.00
Lake Stevens Sewer District	6294.04 0722	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	56260	\$99.00
Lake Stevens Sewer District	6296.03 0722	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	56260	\$198.00
Lake Stevens Sewer District	6390.03 0722	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	56260	\$151.80
Lake Stevens Sewer District	6666.01 0722	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	56260	\$99.00
Lake Stevens Sewer District	6671.01 0722	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	56260	\$99.00
Lake Stevens Sewer District	6810.01 0722	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	56260	\$198.00
Lake Stevens Sewer District	7002.01 0722	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	56260	\$99.00
Lake Stevens Sewer District	8710.03 0722	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	56260	\$99.00
Lake Stevens Sewer District	9902.01 0722	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	56260	\$99.00
					56260 Total	\$1,637.80

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Sewer District	12326.01 0822	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	56358	\$110.68
Lake Stevens Sewer District	13135.01 0822	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	56358	\$54.84
Lake Stevens Sewer District	13135.01 0822	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	56358	\$54.84
Lake Stevens Sewer District	2538.02 0822	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	56358	\$219.36
Lake Stevens Sewer District	3628.02 0822	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	56358	\$109.68
Lake Stevens Sewer District	6294.04 0822	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	56358	\$109.68
Lake Stevens Sewer District	6296.03 0822	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	56358	\$219.36
Lake Stevens Sewer District	6390.03 0822	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	56358	\$207.78
Lake Stevens Sewer District	6666.01 0822	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	56358	\$109.68
Lake Stevens Sewer District	6671.01 0822	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	56358	\$109.68
Lake Stevens Sewer District	6810.01 0822	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	56358	\$219.36
Lake Stevens Sewer District	7002.01 0822	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	56358	\$109.68
Lake Stevens Sewer District	8710.03 0822	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	56358	\$109.68
Lake Stevens Sewer District	9902.01 0822	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	56358	\$109.68
					56358 Total	\$1,853.98
Lake Stevens Sewer District	25197	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	Engineering Fees 91st Ave SE & 24th St SE	56359	\$2,648.84
					56359 Total	\$2,648.84
Land Development Consultants Inc	27715	101 016 544 20 41 00	ST-Prof Srv - Engineering	On-Call T Intersection Analysis	56261	\$2,777.70
Land Development Consultants Inc	28037	101 016 544 20 41 00	ST-Prof Srv - Engineering	On-Call T Intersection Analysis	56261	\$7,989.86
					56261 Total	\$10,767.56
Language Line Services Inc	10574779	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	56171	\$29.71
					56171 Total	\$29.71
Language Line Services Inc	10594879	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	56360	\$46.84
					56360 Total	\$46.84
Lemay Mobile Shredding Inc	4754561S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	56172	\$28.23
Lemay Mobile Shredding Inc	4754878S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	56172	\$5.68
Lemay Mobile Shredding Inc	4754878S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	56172	\$5.69
Lemay Mobile Shredding Inc	4754878S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	56172	\$5.69
					56172 Total	\$45.29
Lemay Mobile Shredding Inc	4757024S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	56361	\$12.58
Lemay Mobile Shredding Inc	4758450S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	56361	\$25.16
Lemay Mobile Shredding Inc	4758762S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	56361	\$5.68
Lemay Mobile Shredding Inc	4758762S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	56361	\$5.69
Lemay Mobile Shredding Inc	4758762S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	56361	\$5.69
					56361 Total	\$54.80
Les Schwab Tire Center	40200613358	410 016 531 10 48 00	SW - Repairs & Maintenance	Flat Repair PW21	56173	\$31.64
					56173 Total	\$31.64
Libby Environmental Inc	L22F091	001 010 576 80 31 00	PK-Operating Costs	Used Oil Disposal	56262	\$129.00
Libby Environmental Inc	L22F091	101 016 544 90 31 02	ST-Operating Cost	Used Oil Disposal	56262	\$129.00
Libby Environmental Inc	L22F091	410 016 531 10 31 02	SW - Operating Costs	Used Oil Disposal	56262	\$129.00
					56262 Total	\$387.00
Links Trailer Sales	QUOTE 929	410 016 531 10 31 02	SW - Operating Costs	2022 Big Tex Dump Trailer for Remote Mower	56302	\$12,753.57
					56302 Total	\$12,753.57
LN Curtis & Sons	INV614033	001 008 521 20 31 01	LE-Fixed Minor Equipment	Replacement Carrier	56263	\$229.11
					56263 Total	\$229.11

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
LN Curtis & Sons	INV572146	001 008 521 20 31 01	LE-Fixed Minor Equipment	Service Bars/Long Sleeve Shirt - Irwin	56362	\$185.87
LN Curtis & Sons	INV593211	001 008 521 20 31 01	LE-Fixed Minor Equipment	Tie Bars	56362	\$159.21
LN Curtis & Sons	INV617413	001 008 521 21 26 00	LE-Boating Clothing	Short Sleeve Polo - Marine Unit	56362	\$144.16
					56362 Total	\$489.24
Lowes Companies	920626	001 010 576 80 31 06	PK-Lake Safety	Titanium Force Spooled Trimmer Line	56174	\$72.95
					56174 Total	\$72.95
Mangold	072622 MANGOLD	001 010 576 80 43 00	PK-Travel & Meetings	NWPWI Training Tacoma WA Hotel/Meals - Mangold	56363	\$157.00
Mangold	072622 MANGOLD	101 016 543 30 43 00	ST-Travel & Meetings	NWPWI Training Tacoma WA Hotel/Meals - Mangold	56363	\$157.00
Mangold	072622 MANGOLD	410 016 531 10 43 00	SW - Travel & Meetings	NWPWI Training Tacoma WA Hotel/Meals - Mangold	56363	\$157.00
					56363 Total	\$471.00
Martin True Value Lumber & Hardware	2206-191811	302 010 594 76 61 09	PM - Davies Beach	Davies Dock Parts	56175	\$1,092.40
					56175 Total	\$1,092.40
McLoughlin & Eardley Group Inc	263038	001 008 521 50 30 02	LE-Fleet Minor Equipment	PF Vehicle Airhorn/Traffic Switches/Microphone PO #1857	56176	\$267.44
					56176 Total	\$267.44
McLoughlin & Eardley Group Inc	263395	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Amplifier Control Module PO #1857	56364	\$801.04
					56364 Total	\$801.04
MissionSquare - 108991	779323	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	56117	\$435.73
					56117 Total	\$435.73
MissionSquare - 108991	787661	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	56222	\$435.73
					56222 Total	\$435.73
MissionSquare - 108991	795656	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	56299	\$435.73
					56299 Total	\$435.73
MissionSquare - 307428	779328	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	56118	\$1,765.99
					56118 Total	\$1,765.99
MissionSquare - 307428	787663	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	56223	\$1,815.99
					56223 Total	\$1,815.99
MissionSquare - 307428	795658	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	56300	\$1,815.99
					56300 Total	\$1,815.99
Monroe Correctional Complex	MCC2206.1347	410 016 531 10 31 02	SW - Operating Costs	DOC Work Crew 06-2022	56264	\$388.73
					56264 Total	\$388.73
Myron Corp	132246497	001 008 521 30 31 00	LE-Community Outreach Supplies	Dog Tag Keytags	56177	\$1,165.03
					56177 Total	\$1,165.03
National Construction Rentals Inc	6592988	304 016 595 30 60 03	Festival Street/Mill Spur	Temporary Fence Panels - 1804 Main St	56178	\$542.01
					56178 Total	\$542.01
Nationwide Retirement Solution	70822	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,779.65
					0 Total	\$4,779.65
Nationwide Retirement Solution	72522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,849.13
					0 Total	\$4,849.13
Nationwide Retirement Solution	81022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,843.69
					0 Total	\$4,843.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nelson Petroleum Inc	0802160-IN	001 002 513 11 43 00	AD-Travel & Meetings	Fuel	56179	\$27.81
Nelson Petroleum Inc	0802160-IN	001 007 559 30 32 00	PB-Fuel	Fuel	56179	\$106.68
Nelson Petroleum Inc	0802160-IN	001 008 521 20 32 00	LE-Fuel	Fuel	56179	\$2,397.82
Nelson Petroleum Inc	0802160-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56179	\$1,092.60
Nelson Petroleum Inc	0802160-IN	101 016 542 30 32 00	ST-Fuel	Fuel	56179	\$2,185.20
Nelson Petroleum Inc	0802160-IN	410 016 531 10 32 00	SW - Fuel	Fuel	56179	\$2,185.20
					56179 Total	\$7,995.31
Nelson Petroleum Inc	0803213-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	56265	\$145.09
Nelson Petroleum Inc	0803213-IN	001 007 559 30 32 00	PB-Fuel	Fuel	56265	\$128.46
Nelson Petroleum Inc	0803213-IN	001 008 521 20 32 00	LE-Fuel	Fuel	56265	\$5,697.70
Nelson Petroleum Inc	0803213-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56265	\$603.93
Nelson Petroleum Inc	0803213-IN	101 016 542 30 32 00	ST-Fuel	Fuel	56265	\$1,207.85
Nelson Petroleum Inc	0803213-IN	410 016 531 10 32 00	SW - Fuel	Fuel	56265	\$1,207.85
					56265 Total	\$8,990.88
New York Life	70822	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	56115	\$199.00
					56115 Total	\$199.00
New York Life	Jul-22	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	56297	\$199.00
					56297 Total	\$199.00
New York Life EFT	Jun-22	001 001 511 60 20 00	Legislative - Benefits	Life/Disability Ins Premiums	0	\$9.06
New York Life EFT	Jun-22	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$66.52
New York Life EFT	Jun-22	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$42.32
New York Life EFT	Jun-22	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$224.57
New York Life EFT	Jun-22	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$214.18
New York Life EFT	Jun-22	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$53.51
New York Life EFT	Jun-22	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$420.55
New York Life EFT	Jun-22	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$327.23
New York Life EFT	Jun-22	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,405.92
New York Life EFT	Jun-22	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$214.06
New York Life EFT	Jun-22	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$130.32
New York Life EFT	Jun-22	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$473.97
New York Life EFT	Jun-22	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$727.47
					0 Total	\$4,309.68
New York Life EFT	Jul-22	001 001 511 60 20 00	Legislative - Benefits	Life/Disability Ins Premiums	0	\$9.06
New York Life EFT	Jul-22	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$66.52
New York Life EFT	Jul-22	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$42.32
New York Life EFT	Jul-22	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$224.57
New York Life EFT	Jul-22	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$214.18
New York Life EFT	Jul-22	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$53.51
New York Life EFT	Jul-22	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$889.80
New York Life EFT	Jul-22	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$214.37
New York Life EFT	Jul-22	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,405.92
New York Life EFT	Jul-22	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$220.03
New York Life EFT	Jul-22	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$130.32
New York Life EFT	Jul-22	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$479.93
New York Life EFT	Jul-22	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$733.61
					0 Total	\$4,684.14

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
North Coast Electric Company	S011815434.001	001 010 576 80 31 00	PK-Operating Costs	Commercial Lights w/Glass Enclosure	56180	\$345.47
					56180 Total	\$345.47
North Coast Electric Company	S011815435.001	001 010 576 80 31 06	PK-Lake Safety	Lot Hubbell Lighting	56266	\$400.38
					56266 Total	\$400.38
Northwest Professional Resid & Comm Construction	5808	410 016 531 10 48 00	SW - Repairs & Maintenance	Fence Repairs Lundeen Pkwy & 8th	56181	\$3,414.83
					56181 Total	\$3,414.83
Northwest Professional Resid & Comm Construction	5839	410 016 531 10 31 02	SW - Operating Costs	20th St SE Fence Repair	56365	\$2,945.70
					56365 Total	\$2,945.70
NWFF Environmental	11975	001 010 576 80 41 00	PK-Professional Services	PW Safety Training	56182	\$9,333.34
NWFF Environmental	11975	101 016 542 30 41 02	ST-Professional Service	PW Safety Training	56182	\$9,333.33
NWFF Environmental	11975	410 016 531 10 41 01	SW - Professional Services	PW Safety Training	56182	\$9,333.33
					56182 Total	\$28,000.00
O Reilly Auto Parts	2960-335758	001 010 576 80 31 00	PK-Operating Costs	Cleaner/Carpet Cleaner	56183	\$14.18
O Reilly Auto Parts	2960-335758	101 016 544 90 31 02	ST-Operating Cost	Cleaner/Carpet Cleaner	56183	\$14.17
O Reilly Auto Parts	2960-335758	410 016 531 10 31 02	SW - Operating Costs	Cleaner/Carpet Cleaner	56183	\$14.17
					56183 Total	\$42.52
O Reilly Auto Parts	2960-346148	001 008 521 50 30 02	LE-Fleet Minor Equipment	Oil for PD Vehicles	56366	\$27.79
					56366 Total	\$27.79
Office of the State Treasurer	07-2022 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 07-2022	56367	\$415.50
Office of the State Treasurer	07-2022 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 07-2022	56367	\$8,316.20
					56367 Total	\$8,731.70
Ogden Murphy Wallace PLLC	864602	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 06-2022	56267	\$24,301.50
Ogden Murphy Wallace PLLC	864602	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 06-2022 Powerline Trail - Quail Court	56267	\$1,518.00
Ogden Murphy Wallace PLLC	864602	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 06-2022 PPR	56267	\$441.00
Ogden Murphy Wallace PLLC	864602	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 06-2022 Sewer	56267	\$1,251.34
					56267 Total	\$27,511.84
Outcomes by Levy LLC	2022-07-LS	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 07-2022	56268	\$5,074.89
					56268 Total	\$5,074.89
Owen Equipment Company	106861	410 016 531 10 31 02	SW - Operating Costs	Quick Clam/Catch	56184	\$523.08
					56184 Total	\$523.08
Owen Equipment Company	107354	410 016 531 10 35 00	SW - Small Tools	Welded Aluminum Flanges	56368	\$314.74
Owen Equipment Company	107356	410 016 531 10 35 00	SW - Small Tools	Sonetics Yellow Communication Headsets (5)	56368	\$4,926.98
Owen Equipment Company	107356	410 016 531 10 35 00	SW - Small Tools	Wireless Portable ComHub(1)	56368	\$3,407.60
					56368 Total	\$8,649.32
Pacific Power Batteries	11418310	001 010 576 80 31 00	PK-Operating Costs	Circuit Breaker	56185	\$18.92
Pacific Power Batteries	11418310	101 016 544 90 31 02	ST-Operating Cost	Circuit Breaker	56185	\$18.93
Pacific Power Batteries	11418310	410 016 531 10 31 02	SW - Operating Costs	Circuit Breaker	56185	\$18.92
Pacific Power Batteries	11418517	410 016 531 10 31 02	SW - Operating Costs	Light Commercial Cors PW77	56185	\$458.85
					56185 Total	\$515.62
Pacific Power Batteries	11419545	410 016 531 10 31 02	SW - Operating Costs	Battery PW13	56369	\$81.26
					56369 Total	\$81.26
Parnell	080722 PARNELL	001 008 521 20 43 00	LE-Travel & Per Diem	CAC Conf Dallas TX Meals - Parnell	56186	\$414.00
					56186 Total	\$414.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Perneedi	072222 PERNEEDI	001 000 382 10 00 01	The Mill - Deposit	LS22-Perneedi The Stack Rental 07/22/22 Deposit Refund	56269	\$100.00
					56269 Total	\$100.00
Precision Turf Equipment LLC	12088-52004	001 010 576 80 31 00	PK-Operating Costs	Belt/Lg Head Oscillating Hoe Wood Handles	56270	\$180.46
					56270 Total	\$180.46
PRODIMS	4909	001 013 518 20 41 00	GG-Professional Service	LS Museum Building Design	56370	\$5,346.48
					56370 Total	\$5,346.48
Proforce Marketing Inc	488632	520 008 594 21 63 03	Firearm - Capital Equip	Firearm Accessories	56187	\$610.83
					56187 Total	\$610.83
Proforce Marketing Inc	488945	520 008 594 21 63 03	Firearm - Capital Equip	Firearm Accessories PO #1859	56371	\$3,614.35
					56371 Total	\$3,614.35
Public Safety Testing Inc	2022-490	001 008 521 20 41 00	LE-Professional Services	Q2 2022 Recruiting Assistance - Police Officer	56188	\$490.00
					56188 Total	\$490.00
Puget Sound Energy	28663866 0622	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	56189	\$171.77
Puget Sound Energy	28663874 0622	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	56189	\$63.51
					56189 Total	\$235.28
Puget Sound Energy	22339471 0722	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	56271	\$144.18
Puget Sound Energy	24316495 0722	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	56271	\$29.81
Puget Sound Energy	24316495 0722	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	56271	\$29.82
Puget Sound Energy	24316495 0722	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	56271	\$29.82
Puget Sound Energy	24770236 0722	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	56271	\$61.47
Puget Sound Energy	28663866 0722	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	56271	\$86.04
Puget Sound Energy	28663874 0722	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	56271	\$40.43
Puget Sound Energy	3723810 0722	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	56271	\$52.96
					56271 Total	\$474.53
Quadient Finance USA Inc	80346335 0722	001 008 521 20 42 00	LE-Communication	Postage PD	56272	\$343.66
					56272 Total	\$343.66
Ramos	080622 RAMOS	001 000 382 10 00 01	The Mill - Deposit	LS22-Ramos Hartford Hall Rental 08/06/22 Deposit Refund	56372	\$500.00
					56372 Total	\$500.00
Retail Strategies LLC	862-1D	004 013 518 20 40 00	RR - Professional Services	Consulting Services re Retail Market	56373	\$11,250.00
					56373 Total	\$11,250.00
Rexel USA Inc	3B26267	410 016 531 10 31 02	SW - Operating Costs	Shielded Cables/Lighting Photocontrol	56273	\$37.06
					56273 Total	\$37.06
Rexel USA Inc	3B30352	101 016 544 90 31 02	ST-Operating Cost	Dry Bit Cable	56374	\$1,106.73
					56374 Total	\$1,106.73
Rich Marketing LLC	3193	410 016 531 10 41 05	SW - Advertising	Digital Advertising-Puget Sound Starts Here Contribution	56375	\$500.00
					56375 Total	\$500.00
Right On Heating and Sheet Metal	29303	001 013 518 20 48 00	GG-Repair & Maintenance	Service Call - AC unit at 1819 S Lake Stevens Rd	56274	\$392.76
					56274 Total	\$392.76
Right On Heating and Sheet Metal	29360	001 008 521 50 48 00	LE-Facility Repair & Maint	Service Call - AC Unit at PD	56376	\$292.39
					56376 Total	\$292.39
RP Electronics Inc	7016	001 013 518 20 47 02	GG-Utilities for Rentals	Q3 2022 Alarm Monitoring 1819 S Lake Stevens Rd	56190	\$212.55
					56190 Total	\$212.55
RP Electronics Inc	R39017	001 013 518 20 31 00	GG-Operating Costs	Battery for 1819 S Lake Stevens Rd	56377	\$85.64
					56377 Total	\$85.64

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Safety-Kleen Systems Inc	89089725	001 010 576 80 31 00	PK-Operating Costs	Washer Solvent	56191	\$93.28
Safety-Kleen Systems Inc	89089725	101 016 544 90 31 02	ST-Operating Cost	Washer Solvent	56191	\$93.29
Safety-Kleen Systems Inc	89089725	410 016 531 10 31 02	SW - Operating Costs	Washer Solvent	56191	\$93.29
					56191 Total	\$279.86
San Diego Police Equipment Co Inc	652590	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammunition PO #1855	56192	\$4,042.16
					56192 Total	\$4,042.16
Scholz	073122 SCHOLZ	001 008 521 20 43 00	LE-Travel & Per Diem	BLEEA Academy Burien WA Meals - O Scholz	56193	\$825.00
					56193 Total	\$825.00
SERVPRO of N Everett-Lake Stevens-Monroe	080222 RETAIN	001 000 382 20 00 00	Retainage	North Cove Park Restroom Repairs - Retainage Release	56275	\$13,244.35
					56275 Total	\$13,244.35
Sherwin-Williams Co	4878-6	001 010 576 80 31 00	PK-Operating Costs	Paint	56276	\$154.81
					56276 Total	\$154.81
Sherwin-Williams Co	6230-3	001 010 576 80 31 00	PK-Operating Costs	Paint	56378	\$51.70
					56378 Total	\$51.70
Six Robblees Inc	14P8194	001 010 576 80 31 00	PK-Operating Costs	D-Ring w Weld Bracket	56194	\$20.43
					56194 Total	\$20.43
Smarsh Inc	INV-26423	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	56195	\$742.56
					56195 Total	\$742.56
Smarsh Inc	INV-35004	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	56379	\$786.24
					56379 Total	\$786.24
Snohomish Co-Op Inc	307884	001 010 576 80 32 00	PK-Fuel Costs	Fuel	56196	\$43.61
Snohomish Co-Op Inc	307884	101 016 542 30 32 00	ST-Fuel	Fuel	56196	\$43.62
Snohomish Co-Op Inc	307884	410 016 531 10 32 00	SW - Fuel	Fuel	56196	\$43.62
					56196 Total	\$130.85
Snohomish Co-Op Inc	309708	001 010 576 80 31 00	PK-Operating Costs	Split Rail Line Posts	56277	\$401.12
					56277 Total	\$401.12
Snohomish County 911	4834	001 008 528 00 41 00	LE-SNO911	Dispatch Services	56197	\$31,601.23
					56197 Total	\$31,601.23
Snohomish County 911	4921	001 008 528 00 41 00	LE-SNO911	Dispatch Services	56380	\$31,601.23
					56380 Total	\$31,601.23
Snohomish County Conservation Dist	6331	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Grant Reimbursement April-June 2022	56278	\$3,410.24
					56278 Total	\$3,410.24
Snohomish County Conservation Dist	6350	410 016 531 10 41 01	SW - Professional Services	Youth Education Q2 2022	56381	\$50.00
					56381 Total	\$50.00
Snohomish County DCNR SWM	I000595155	410 016 531 10 41 07	SW - Billing Fees	ILA Surface Water Mgmt Billing Fees	56279	\$35,196.70
					56279 Total	\$35,196.70
Snohomish County Dept of Emergency Mgmt	I000595631	001 013 525 10 41 00	GG-Emergency	Q3 2022 Emergency Mgmt Svcs	56280	\$12,676.25
					56280 Total	\$12,676.25
Snohomish County Public Works	I000594956	101 016 544 90 31 02	ST-Operating Cost	Signal/Sign Repair & Maint 05-2022	56198	\$836.42
					56198 Total	\$836.42
Snohomish County Public Works	I000595784	101 016 544 90 31 02	ST-Operating Cost	Signal/Sign Repair & Maint 06-2022	56382	\$625.38
					56382 Total	\$625.38

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	100649504	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	56199	\$9.50
Snohomish County PUD	100649504	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	56199	\$1,064.63
Snohomish County PUD	100649504	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	56199	\$210.77
Snohomish County PUD	100655489	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	56199	\$85.00
Snohomish County PUD	100655489	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	56199	\$85.00
Snohomish County PUD	100655489	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	56199	\$85.01
Snohomish County PUD	100655968	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	56199	\$11,266.08
Snohomish County PUD	105828415	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	56199	\$240.83
Snohomish County PUD	109117100	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	56199	\$99.53
Snohomish County PUD	109117100	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	56199	\$62.96
Snohomish County PUD	109121228	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	56199	\$58.37
Snohomish County PUD	119007598	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	56199	\$24.49
Snohomish County PUD	119016067	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	56199	\$147.40
Snohomish County PUD	122322047	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	56199	\$22.19
Snohomish County PUD	122322047	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	56199	\$22.19
Snohomish County PUD	122322047	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	56199	\$22.19
Snohomish County PUD	125643659	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	56199	\$55.31
Snohomish County PUD	128923360	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	56199	\$60.88
Snohomish County PUD	132226413	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	56199	\$89.90
Snohomish County PUD	132227504	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	56199	\$1,534.46
Snohomish County PUD	132227505	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	56199	\$1,281.34
Snohomish County PUD	138732415	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	56199	\$143.28
Snohomish County PUD	138734074	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	56199	\$129.32
Snohomish County PUD	151972264	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	56199	\$28.94
					56199 Total	\$16,829.57
Snohomish County PUD	100659381	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	56281	\$8.90
Snohomish County PUD	100659381	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	56281	\$1,117.30
Snohomish County PUD	100659381	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	56281	\$219.45
Snohomish County PUD	112418519	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	56281	\$25.16
Snohomish County PUD	119019963	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	56281	\$105.81
Snohomish County PUD	119019963	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	56281	\$205.53
Snohomish County PUD	119019963	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	56281	\$2,072.86
Snohomish County PUD	119019963	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	56281	\$22.26
Snohomish County PUD	119019963	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	56281	\$74.37
Snohomish County PUD	119019963	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	56281	\$53.70
Snohomish County PUD	119019963	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	56281	\$28.22
Snohomish County PUD	119019963	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	56281	\$414.48
Snohomish County PUD	119019963	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	56281	\$55.31
Snohomish County PUD	122330884	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	56281	\$50.31
Snohomish County PUD	122332265	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	56281	\$890.10
Snohomish County PUD	128917953	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	56281	\$203.87
Snohomish County PUD	128917953	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	56281	\$471.48
Snohomish County PUD	128917953	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	56281	\$27.44
Snohomish County PUD	128917953	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	56281	\$83.05
Snohomish County PUD	128926472	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	56281	\$71.94
Snohomish County PUD	132231832	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	56281	\$648.98

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	132234403	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	56281	\$441.73
Snohomish County PUD	132236086	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	56281	\$21.52
Snohomish County PUD	138743988	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	56281	\$200.38
Snohomish County PUD	138743988	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	56281	\$200.38
Snohomish County PUD	138743988	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	56281	\$200.38
Snohomish County PUD	142066284	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	56281	\$89.66
Snohomish County PUD	145395273	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	56281	\$24.49
Snohomish County PUD	148691535	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	56281	\$48.20
Snohomish County PUD	148692132	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	56281	\$55.31
Snohomish County PUD	151980918	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	56281	\$8.40
Snohomish County PUD	151980918	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Electric	56281	\$401.40
Snohomish County PUD	158416359	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	56281	\$73.53
Snohomish County PUD	158420019	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	56281	\$52.66
Snohomish County PUD	158421387	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	56281	\$243.17
Snohomish County PUD	158421388	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	56281	\$78.31
Snohomish County PUD	161587310	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	56281	\$18.58
Snohomish County PUD	161592844	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	56281	\$60.52
Snohomish County PUD	161592844	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	56281	\$60.51
Snohomish County PUD	161592844	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	56281	\$60.50
Snohomish County PUD	164790587	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	56281	\$57.27
Snohomish County PUD	164790587	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th Pl NE	56281	\$25.98
Snohomish County PUD	167984239	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	56281	\$157.57
					56281 Total	\$9,430.97
Snohomish County PUD	100662974	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	56383	\$134.97
Snohomish County PUD	100662974	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	56383	\$1,639.94
Snohomish County PUD	100662974	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	56383	\$23.56
Snohomish County PUD	100662974	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	56383	\$55.02
Snohomish County PUD	105849260	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	56383	\$147.40
Snohomish County PUD	105850106	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	56383	\$279.05
Snohomish County PUD	112430963	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	56383	\$82.27
Snohomish County PUD	115726931	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	56383	\$55.31
Snohomish County PUD	115732115	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	56383	\$129.32
Snohomish County PUD	119028881	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	56383	\$91.26
Snohomish County PUD	119028881	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	56383	\$91.26
Snohomish County PUD	119028881	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	56383	\$91.27
Snohomish County PUD	119032314	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	56383	\$88.09
Snohomish County PUD	125659339	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	56383	\$90.51
Snohomish County PUD	125659339	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	56383	\$59.37
Snohomish County PUD	125665695	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	56383	\$11,404.99
Snohomish County PUD	125665696	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	56383	\$1,534.46
Snohomish County PUD	125665697	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	56383	\$1,281.34
Snohomish County PUD	145402604	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	56383	\$55.18
Snohomish County PUD	145407081	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	56383	\$146.97
Snohomish County PUD	151988565	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	56383	\$28.94
					56383 Total	\$17,510.48

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Sheriffs Office	I000595702	001 008 521 30 41 00	LE-Drug Task Force	2022 JAG Contributions	56384	\$6,393.00
					56384 Total	\$6,393.00
Snohomish County Sheriffs Office	2022-7398	001 008 523 60 41 00	LE-Jail	Jail Services 06-2022	56385	\$27,356.67
Snohomish County Sheriffs Office	2022-7419	001 008 523 60 41 00	LE-Jail	Jail Services Medical 06-2022	56385	\$534.15
					56385 Total	\$27,890.82
Snohomish County Treasurer	0722 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 07-2022	56386	\$136.28
					56386 Total	\$136.28
Sound Publishing Inc	EDH958038	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0074 Palacios Dock	56200	\$94.72
Sound Publishing Inc	EDH958353	001 007 558 50 31 02	PL-Permit Related Op. Costs	Batcheldor Preliminary Platt & Variance LUA & PH	56200	\$134.28
Sound Publishing Inc	EDH958354	001 007 558 50 31 02	PL-Permit Related Op. Costs	Batcheldor & Ness Properties Rezone LUA & PH	56200	\$111.92
Sound Publishing Inc	EDH958717	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0061 Vantage Point Short Plat	56200	\$74.08
					56200 Total	\$415.00
Sound Publishing Inc	EDH958029	001 013 518 30 41 01	GG-Advertising	Ordinance 1140	56282	\$43.12
Sound Publishing Inc	EDH958518	001 013 518 30 41 01	GG-Advertising	Veterance Comm July & Aug Cancelled Meetings	56282	\$20.76
Sound Publishing Inc	EDH958705	001 013 518 30 41 01	GG-Advertising	Speical Meeting Sunset Beach Deisgn Open House	56282	\$32.80
					56282 Total	\$96.68
Sound Publishing Inc	EDH958802	001 007 558 50 41 03	PL-Advertising	Road/Boat Launch Closurers Aquafest	56387	\$86.24
Sound Publishing Inc	EDH959198	001 007 558 50 41 03	PL-Advertising	Boat Launch Closures	56387	\$41.40
Sound Publishing Inc	EDH959457	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0098 Wilde New Dock SSDP	56387	\$67.20
Sound Publishing Inc	EDH959458	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0161/0207 Dunham Heights PRD	56387	\$91.28
					56387 Total	\$286.12
Sound Safety Products Co Inc	482980/1	101 016 542 90 31 01	ST-Clothing	Boots/Hoodie/Jackets/Bibs - Vanostrand	56388	\$617.03
					56388 Total	\$617.03
Sound Security Inc	1056409	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	56201	\$571.21
Sound Security Inc	1056409	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	56201	\$385.00
Sound Security Inc	1056409	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	56201	\$196.48
Sound Security Inc	1056409	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	56201	\$196.49
Sound Security Inc	1056409	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	56201	\$196.48
Sound Security Inc	1056410	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Intrusion/Fire/Elevator Monitoring PD	56201	\$1,125.00
Sound Security Inc	1056411	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 10518 18th St SE	56201	\$65.00
					56201 Total	\$2,735.66
Sound Security Inc	1059818	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	56389	\$571.21
Sound Security Inc	1059818	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	56389	\$385.00
Sound Security Inc	1059818	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	56389	\$196.48
Sound Security Inc	1059818	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	56389	\$196.49
Sound Security Inc	1059818	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	56389	\$196.48
Sound Security Inc	1059819	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Intrusion/Fire/Elevator Monitoring PD	56389	\$1,125.00
Sound Security Inc	1059820	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 10518 18th St SE	56389	\$65.00
					56389 Total	\$2,735.66
Springbrook Nursery & Trucking Inc	332423	101 016 544 90 31 02	ST-Operating Cost	Pea Gravel	56390	\$68.52
					56390 Total	\$68.52
Statistical Research Inc	2022-370	302 010 594 76 61 04	PM - Eagle Ridge	Eagle Ridge Park Archaeological Survey	56202	\$2,576.25
					56202 Total	\$2,576.25
Stericycle Inc	3006078200	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Water Disposal PD	56203	\$10.36
					56203 Total	\$10.36

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Stericycle Inc	3006079866	410 016 531 10 31 02	SW - Operating Costs	Hazardous Water Disposal PW	56283	\$10.36
					56283 Total	\$10.36
Stericycle Inc	3006099777	001 010 576 80 31 00	PK-Operating Costs	Hazardous Water Disposal PW	56391	\$3.70
Stericycle Inc	3006099777	101 016 544 90 31 02	ST-Operating Cost	Hazardous Water Disposal PW	56391	\$3.71
Stericycle Inc	3006099777	410 016 531 10 31 02	SW - Operating Costs	Hazardous Water Disposal PW	56391	\$3.71
					56391 Total	\$11.12
Summit Law Group PLLC	137890	001 011 515 41 41 03	Ext Consult - Labor Relations	General Labor Matters 06-2022	56284	\$525.00
					56284 Total	\$525.00
Tacoma Screw Products Inc	180042341-00	001 010 576 80 31 00	PK-Operating Costs	Multi-Bit Screwdriver	56204	\$47.19
					56204 Total	\$47.19
TargetSolutions Learning LLC	INV54647	001 008 521 20 41 01	LE-Professional Serv-Fixed	Annual PD Vector Scheduling	56392	\$56.64
					56392 Total	\$56.64
Teamsters Local No 763	Jun-22	001 000 284 00 00 00	Payroll Liability Other	Union Dues	56116	\$1,604.00
					56116 Total	\$1,604.00
Teamsters Local No 763	Jul-22	001 000 284 00 00 00	Payroll Liability Other	Union Dues	56298	\$1,548.00
					56298 Total	\$1,548.00
Teamsters Welfare Trust Dental EFT	70822	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$3,164.80
					0 Total	\$3,164.80
Teamsters Welfare Trust Dental EFT	81022	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$3,302.40
					0 Total	\$3,302.40
Technological Services Inc	23730	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Misc Transmission Service PT-19-83	56205	\$129.35
Technological Services Inc	23817	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Brake Inspect A-20-92	56205	\$112.32
Technological Services Inc	23825	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tires PT-17-75	56205	\$508.45
Technological Services Inc	23871	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation/Brake Inspect T-17-72	56205	\$167.58
					56205 Total	\$917.70
Technological Services Inc	23864	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tires/Misc Electrical/Express Lube PT-20-89	56285	\$1,200.68
Technological Services Inc	23926	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Brake Repair K9-18-85	56285	\$813.19
					56285 Total	\$2,013.87
Technological Services Inc	23935	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Windshield Repair I-18-77	56393	\$452.07
Technological Services Inc	23950	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tires PT-21-97	56393	\$719.20
Technological Services Inc	24020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rot/Brake Inspect PT-18-79	56393	\$150.29
Technological Services Inc	24026	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Transmission Repair PT-21-94	56393	\$527.79
Technological Services Inc	24047	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Engine Inspection/Express Lube/Tires PT-20-87	56393	\$1,358.98
					56393 Total	\$3,208.33
Thomas	072922 THOMAS	001 008 521 20 31 00	LE-Office Supplies	Reimburse Fans for Aquafest - Thomas	56394	\$128.71
					56394 Total	\$128.71
Thompson Guilder & Associates Inc	1134	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services 06-2022	56206	\$1,068.50
					56206 Total	\$1,068.50
Thompson Guilder & Associates Inc	1206	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services 07-2022	56395	\$305.25
					56395 Total	\$305.25
Thyssenkrupp Elevator Corporation	3006752104	001 013 518 20 47 02	GG-Utilities for Rentals	Elevator Service - 1819 S Lake Stevens Rd	56396	\$902.13
Thyssenkrupp Elevator Corporation	3006752104	001 008 521 50 47 00	LE-Facility Utilities	Elevator Service - 1825 S Lake Stevens Rd	56396	\$902.13
					56396 Total	\$1,804.26
Torset	080922 TORSET	003 007 558 50 49 00	Miscellaneous	LUA2021-0170 Credit	56397	\$1,680.00
					56397 Total	\$1,680.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Transpo Group USA Inc	28466	101 016 542 30 41 02	ST-Professional Service	On-Call Engineering Services Task #06	56286	\$4,210.00
					56286 Total	\$4,210.00
TransUnion Risk & Alternative Data Solutions Inc	4016011-202206-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	56207	\$81.83
					56207 Total	\$81.83
TransUnion Risk & Alternative Data Solutions Inc	4016011-202207-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	56398	\$81.83
					56398 Total	\$81.83
Trigger Welding & Fabrication	062822 TRIGGER	302 010 594 76 61 09	PM - Davies Beach	Davies Dock Parts	56208	\$2,727.00
					56208 Total	\$2,727.00
ULINE	150185810	410 016 531 10 31 02	SW - Operating Costs	Toilet Brush & Caddy/Soap Dispenser/Entry Mat/Gloves	56209	\$791.99
ULINE	150297348	001 010 576 80 31 00	PK-Operating Costs	Desk/Key Cabinets	56209	\$1,348.94
ULINE	150297348	101 016 544 90 31 02	ST-Operating Cost	Key Cabinets	56209	\$596.17
ULINE	150297348	410 016 531 10 31 02	SW - Operating Costs	Key Cabinets/Dry Erase Board/File Drawer	56209	\$1,316.22
ULINE	150607076	001 010 576 80 31 00	PK-Operating Costs	File Cabinet/Caution Tape/Hand Sanitizer/Graffiti Remover	56209	\$381.26
ULINE	150607076	410 016 531 10 31 02	SW - Operating Costs	File Cabinet/Caution Tape/Hand Sanitizer/Graffiti Remover	56209	\$381.27
					56209 Total	\$4,815.85
ULINE	151199575	410 016 531 10 35 00	SW - Small Tools	Digital Key Cabinet	56287	\$370.42
ULINE	151199575	101 016 544 90 31 02	ST-Operating Cost	Gloves/Paper Towels	56287	\$67.11
ULINE	151199575	410 016 531 10 31 02	SW - Operating Costs	Gloves/Paper Towels	56287	\$67.11
ULINE	151199575	001 013 518 20 31 00	GG-Operating Costs	Wiper Dispenser	56287	\$140.22
					56287 Total	\$644.86
ULINE	151399601	001 010 576 80 31 01	PK-Ops-Clothing	Hoodies/Parkas/Overalls/Jackets	56399	\$177.06
ULINE	151399601	101 016 542 90 31 01	ST-Clothing	Hoodies/Parkas/Overalls/Jackets	56399	\$177.06
ULINE	151399601	410 016 531 10 31 00	SW - Clothing	Hoodies/Parkas/Overalls/Jackets	56399	\$177.07
ULINE	151399601	001 010 576 80 31 00	PK-Operating Costs	Swiffer Starter Kit/Solution/Pad Refills	56399	\$79.96
ULINE	151399601	101 016 544 90 31 02	ST-Operating Cost	Swiffer Starter Kit/Solution/Pad Refills	56399	\$79.96
ULINE	151399601	410 016 531 10 31 02	SW - Operating Costs	Swiffer Starter Kit/Solution/Pad Refills	56399	\$79.97
					56399 Total	\$771.08
UPS	0000074Y42302	001 008 521 20 42 00	LE-Communication	Evidence Shipping	56400	\$20.23
UPS	0000074Y42312	001 008 521 20 42 00	LE-Communication	Evidence Shipping	56400	\$13.30
					56400 Total	\$33.53
VanOstrand	0722 VANOSTRAND	101 016 542 30 26 00	ST-Clothing - Boot Allowance	Boots - Vanostrand	56401	\$179.76
					56401 Total	\$179.76
Verizon Northwest	9909510008	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	56210	\$3,799.07
Verizon Northwest	9910110243	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	56210	\$295.19
Verizon Northwest	9910110243	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	56210	\$42.17
Verizon Northwest	9910110243	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	56210	\$47.17
Verizon Northwest	9910110243	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	56210	\$79.34
Verizon Northwest	9910110243	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	56210	\$94.34
Verizon Northwest	9910110243	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	56210	\$173.68
Verizon Northwest	9910110243	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	56210	\$378.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Verizon Northwest	9910110243	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	56210	\$498.88
Verizon Northwest	9910110243	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	56210	\$249.38
Verizon Northwest	9910110243	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	56210	\$754.62
Verizon Northwest	9910110243	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	56210	\$645.68
Verizon Northwest	9910110243	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	56210	\$645.68
					56210 Total	\$7,703.93
Verizon Northwest	9911830944	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	56402	\$2,967.79
Verizon Northwest	9912436360	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	56402	\$295.19
Verizon Northwest	9912436360	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	56402	\$42.17
Verizon Northwest	9912436360	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	56402	\$47.17
Verizon Northwest	9912436360	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	56402	\$89.34
Verizon Northwest	9912436360	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	56402	\$94.34
Verizon Northwest	9912436360	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	56402	\$173.68
Verizon Northwest	9912436360	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	56402	\$378.73
Verizon Northwest	9912436360	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	56402	\$508.88
Verizon Northwest	9912436360	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	56402	\$249.38
Verizon Northwest	9912436360	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	56402	\$826.86
Verizon Northwest	9912436360	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	56402	\$737.15
Verizon Northwest	9912436360	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	56402	\$737.15
					56402 Total	\$7,147.83
Wachtveitl	082122 WACHTVEITL	001 008 521 20 43 00	LE-Travel & Per Diem	Sergeants Academy Bremerton Meals - Wachtveitl	56288	\$321.00
					56288 Total	\$321.00
Washington Audiology Services	60650	001 008 521 20 41 00	LE-Professional Services	Hearing Test	56211	\$20.00
					56211 Total	\$20.00
Washington State Dept of Ecology	RS-000000254	410 016 531 10 41 01	SW - Professional Services	Annual Stormwater Action Monitoring Program	56212	\$14,845.00
					56212 Total	\$14,845.00
Washington State Dept of Enterprise Svcs	71138741	001 008 521 40 49 01	LE-Registration Fees	Community Emergency Response Team CERT - Valvick	56213	\$155.00
Washington State Dept of Enterprise Svcs	73115433	001 008 521 20 31 00	LE-Office Supplies	Business Cards - LeBlanc/Bickley/Walters	56213	\$133.47
					56213 Total	\$288.47
Washington State Patrol	I22007251	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	56214	\$299.25
					56214 Total	\$299.25
Washington State Patrol	I23000396	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	56403	\$176.00
Washington State Patrol	I23000498	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	56403	\$407.50
					56403 Total	\$583.50
Washington State Support Registry	70822	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$710.36
					0 Total	\$710.36
Washington State Support Registry	72522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$710.36
					0 Total	\$710.36
Washington State Support Registry	81022	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$710.36
					0 Total	\$710.36
Washington State Treasurers Office	Q2 2022 FORFEIT	633 000 589 30 00 00	Seizure & Forfeit State REMIT	Q2 2022 Forfeited Property	56404	\$327.90
					56404 Total	\$327.90

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Wave Broadband	103946401-0009636	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	56405	\$633.27
Wave Broadband	103946401-0009636	001 002 513 11 42 00	AD-Communications	Telephone Service	56405	\$70.28
Wave Broadband	103946401-0009636	001 003 514 20 42 00	CC-Communications	Telephone Service	56405	\$140.57
Wave Broadband	103946401-0009636	001 004 514 23 42 00	FI-Communications	Telephone Service	56405	\$140.57
Wave Broadband	103946401-0009636	001 005 518 10 42 00	HR-Communications	Telephone Service	56405	\$70.28
Wave Broadband	103946401-0009636	001 006 518 80 42 00	IT-Communications	Telephone Service	56405	\$210.85
Wave Broadband	103946401-0009636	001 007 558 50 42 00	PL-Communication	Telephone Service	56405	\$457.09
Wave Broadband	103946401-0009636	001 007 559 30 42 00	PB-Communication	Telephone Service	56405	\$70.28
Wave Broadband	103946401-0009636	001 008 521 20 42 00	LE-Communication	Telephone Service	56405	\$2,390.63
Wave Broadband	103946401-0009636	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	56405	\$70.29
Wave Broadband	103946401-0009636	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	56405	\$70.28
Wave Broadband	103946401-0009636	001 013 518 20 42 00	GG-Communication	Telephone Service	56405	\$281.14
Wave Broadband	103946401-0009636	101 016 543 30 42 00	ST-Communications	Telephone Service	56405	\$404.49
Wave Broadband	103946401-0009636	410 016 531 10 42 00	SW - Communications	Telephone Service	56405	\$404.50
					56405 Total	\$5,414.52
Wennig	072122 WENNIG	001 000 382 10 00 01	The Mill - Deposit	LS22-Wennig The Stack Rental 07/21/22 Deposit Refund	56289	\$100.00
					56289 Total	\$100.00
West Marine Pro	6799	001 008 521 21 31 00	LE-Boating Minor Equipment	Cleaning Supplies for Marine Unit	56215	\$69.68
					56215 Total	\$69.68
Western Conference of Teamsters Pension Trust	70822	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	56119	\$3,762.26
					56119 Total	\$3,762.26
Western Conference of Teamsters Pension Trust	81022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	56301	\$3,949.94
					56301 Total	\$3,949.94
Wetland Resources Inc	22185-0722	410 016 531 10 41 01	SW - Professional Services	Centennial Wood Park Field Delineation/GPS/Mapping	56290	\$2,450.00
					56290 Total	\$2,450.00
Wetland Resources Inc	22185-0822	410 016 531 10 41 01	SW - Professional Services	Centennial Wood Park Wetland Ratings/Mapping	56406	\$1,240.00
					56406 Total	\$1,240.00
Whitman	071622 WHITMAN	001 000 382 10 00 01	The Mill - Deposit	LS22-Whitman The Stack Rental 07/16/22 Deposit Refund	56216	\$100.00
					56216 Total	\$100.00
Willards Pest Control Co	387490	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	56217	\$77.98
Willards Pest Control Co	387496	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	56217	\$143.36
					56217 Total	\$221.34
Zachor Stock & Krepps Inc PS	22-LKS-0007	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 07-2022	56291	\$13,818.48
					56291 Total	\$13,818.48
Zipty Fiber	07-2022 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	56218	\$225.31
Zipty Fiber	07-2022 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	56218	\$65.52
					56218 Total	\$290.83

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

June 28, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Marcus Tageant, Anji Jorstad and Steve Ewing

Call to Order

The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance

The Mayor led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Frederick.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Jorstad, to excuse Councilmember Frederick. The motion passed 6-0-0-1.

Approval of Agenda

Mayor Gailey requested that an executive session be added to the beginning of the agenda, before guest business, for a duration of 15 minutes with no action to follow.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Tageant, to remove action item 11.A, "Moratorium on Short Term Rentals" from the agenda.

MOTION. Councilmember Petershagen called a Point of Order asking if there would be questions allowed regarding Councilmember Jorstad's motion. Councilmember Jorstad clarified that she was asking for the entire agenda item to be removed from the agenda with no discussion and no action on the item. A roll call vote on the amendment was requested.

MOTION VOTE: The motion passed 4-2-0-1 with Councilmember Daughtry and Councilmember Petershagen opposed.

Mayor Gailey pointed out that there was not a motion on the floor yet to add the executive session to the agenda.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, that the agenda be amended to include an executive session before guest business. The motion passed 6-0-0-1.

Executive Session

The meeting recessed to executive session at 6:20 p.m. to discuss potential litigation for approximately 15 minutes with no action to follow.

Reconvene to Regular Session

The meeting reconvened to regular session at 6:35 p.m., members of the public were brought back into the Council Chambers.

Guest Business

Chief Beazizo introduced new police employees: Matthew Walters, Police Officer and Megan Bickley, Records Specialist

Citizen Comments

- Melissa Knack (virtual), Lake Stevens-Spoke on beach safety
- Cliff Call (in person), Lake Stevens-Spoke on short term rentals
- Bruce Odegaard (in person), Lake Stevens-Spoke on short term rentals
- Aileen Spradlin (in person), Lake Stevens-Spoke on short term rentals
- Rick Trout (in person), Lake Stevens-Spoke on short term rentals
- Janice Huxford (in person), Lake Stevens-Spoke on short term rentals

Council Business

Councilmember Jorstad reported that she attended the Snohomish Health Board meeting, and a new health officer was hired. The short-term rental subcommittee has had two productive meetings.

Councilmember Tageant reported that he attended the sewer utility committee meeting.

Councilmember Petershagen reported that he continues to have discussions and meetings with the utility committee. A statement was made regarding concerns over signage notifying the public that fireworks are not allowed in public parks.

Councilmember Daughtry reported that he had no council business to report. The 4th of July celebration will be hosted by the Chamber of Commerce.

Councilmember Ewing reported that the short-term rental subcommittee meetings have been very productive.

Mayor's Business

Mayor Gailey attended the AWC Conference last week in Vancouver, WA. He also read a Kindness Proclamation into the record.

City Department Report

Police Department-Vest Donation for K-9 Cia was presented by Chief Beazizo. The draft agenda for July 5, 2022, was presented by City Administrator Brazel.

Consent Agenda

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to pass the consent agenda as presented. The motion passed 6-0-0-1.

The consent agenda included the following:

- 2022 Vouchers
- City Council Regular Meeting Minutes of May 24, 2022
- City Council Special Minutes of June 7, 2022
- City Council Meeting Minutes of June 14, 2022
- City Council Workshop Meeting Minutes of June 21, 2022
- Consultant Contract with Mackenzie for Lake Stevens Industrial Center Infrastructure and Market Analysis
- Lake Stevens Food Bank - Amendment of Covenant
- Ordinance No. 1140 Adoption of the 2019 Stormwater Management Manual for Western Washington
- Interlocal Agreement for Jail Services with Marysville

Adjournment:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to adjourn the meeting. The motion passed 6-0-0-1. The meeting adjourned at 7:23 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES**

July 5, 2022, at 6:00 p.m.

By Remote Participation via Zoom and

In Person, The Mill, Sawyers Room, 1808 Main Street, Lake Stevens.

CALL TO ORDER: 6:00 p.m. by Council President Steve Ewing

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Shawn Frederick, Marcus Tageant and Steve Ewing

ELECTED OFFICIALS ABSENT: Councilmember Anji Jorstad

Compensation Connections Discussion

Director Warrington introduced the consultant, Shannon Drohman, from Compensation Connections. Shannon gave a presentation to the Council about her upcoming work on a salary study for the city. The results of this study will come back to the Council.

Transportation Benefit District Draft Resolution 2022-10

Director Stevens, Wright, and Halverson discussed the resolution with the Council. If approved by the voters in the November election, the City would receive an additional two-tenths of one percent sales tax for transportation projects. Resolution 2022-10 will come back to the Council for action at the next meeting.

Comprehensive Procurement Policy Review

Director Stevens reviewed the policy with the Council. Staff will put together some recommendations and this policy will come back to the Council for further discussion.

2023 Budget Expectations

Director Stevens discussed the 2023 budget process and Council expectations.

Draft Council Agenda for July 12, 2022.

Council reviewed the agenda for the next meeting.

Executive Session – Confidential Session of the Council

The meeting recessed to Executive Session at 7:50 p.m. for 10 minutes to discuss property acquisition per RCW 42.30.110 (1) (c) (Possible Action to Follow).

At 8:00 p.m., the session was extended to 8:10 p.m.

The session ended at 8:10 p.m. There was no action.

The meeting adjourned at 8:10 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

July 12, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Gailey.

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Marcus Tageant, and Steve Ewing

Call to Order

The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance

The Mayor led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Frederick and Councilmember Jorstad.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to excuse Councilmember Frederick and Councilmember Jorstad. The motion passed 5-0-0-2.

Approval of Agenda

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Dickinson, to approve the agenda. The motion passed 5-0-0-2.

Citizen Comment

There were no citizen comments.

Council Business

Councilmember Dickinson reported that she attended the Senior Center Board Meeting and announced there was an upcoming Narcan training that would be open to the public hosted by the Senior Center.

Councilmember Daughtry reported the 4th of July Chamber event was successful and he announced Aquafest was quickly approaching but confirmed there would be no carnival rides this year. There will be a large pickle ball tournament at the event this year and festival street would be open with electricity.

Councilmember Ewing expressed his appreciation for city staff communication and coordination on the Transportation Benefit District project.

Mayor's Business

Mayor Gailey thanked the community for a safe 4th of July.

City Department Report

Director Wright presented an updated schedule of special events. Deputy Clerk Weaver presented the 2021 annual JLARC report outlining data on public records requests for 2021. Chief Beazizo presented on a 4th of July fireworks incident being investigated by the Snohomish County Fire Marshal.

Consent Agenda

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to pass the consent agenda as presented. The motion passed 5-0-0-2.

The consent agenda included the following:

- 2022 Vouchers
- Cancel Council Meetings for Summer Break
- Contract with Data Transfer Solutions for deployment of VUE Works
- Frontier Heights Park - Professional Services Agreement with LDC for Design of Park Improvements (Phase II)
- Surface Water Division Job Title Changes

Public Hearing**29th St NE Right of Way Vacation**

Senior Planner Place presented a PowerPoint on the 29th St NE Right of Way Vacation, Ordinance 1142. Council engaged in discussion. Mayor Gailey opened the public hearing on the 29th St NE ROW Vacation. No comment was received. Mayor Gailey closed the public hearing.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Tageant, to approve Ordinance 1142 as presented. The motion passed 5-0-0-2.

Action Items**Transportation Benefit District, Resolution 2022-10**

Director Halverson introduced Resolution 2022-10, Transportation Benefit District (TBD). The TBD would impose a sales tax increase of .02% to be used for the streets preservation fund with the remainder being used for sidewalk, walkway, trail construction and roadway construction projects. A historical timeline of all past actions relating to the TBD was also presented. If approved, the ballot measure would be sent on to Snohomish County to be included in the November 2022 general election.

Also if approved by the Council, the City would have the responsibility to recruit and appoint members to a committee to write "yes-pro" and a committee to write "no-con" statements in the voters' pamphlet. Recruitment would begin immediately, and the

Mayor and Council President would select the names of the committee members. Discussion occurred.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to approved Resolution 2022-10. The motion passed 5-0-0-2.

City Attorney Greg Rubstello stated a motion must be made to have Council authorize the Mayor and/or Council President the ability to appoint the pro and con committee members and the authority to approve the explanatory statement. It was stated that these two actions were not included in the Resolution so a separate motion must be made to approve them. Discussion occurred.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Dickinson, to authorize the Mayor and/or Council President the ability to appoint the pro and con committee members and the authority to approve the explanatory statement. The motion passed 5-0-0-2.

Discussion Items

Storage Facilities Code Amendment Introduction (LUA2022-079)

Associate Planner Needham presented a PowerPoint on amendments to the Storage Facilities Code. Discussion occurred. No action was taken.

Executive Session

The meeting recessed to executive session at 6:50 p.m. to discuss collective bargaining for approximately 15 minutes with no action to follow.

Reconvene to Regular Session

The meeting reconvened to regular session at 7:05pm.

Adjournment:

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Petershagen, to adjourn the meeting. The motion passed 5-0-0-2. The meeting adjourned at 7:08 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: Agreement for Distribution and Acceptance of Naloxone

Contact Person/Department: Jeffrey Beazizo, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to Execute the Agreement for Distribution and Acceptance of Naloxone

SUMMARY/BACKGROUND:

With prolific substance abuse in our society and community, Lake Stevens Police Officers have historically carried naloxone kits to combat the potentially fatal effects of illicit narcotics. Several of our officers have been directly responsible for delivering lifesaving doses. There is no cost associated with this agreement. The Police Department is seeking authorization from Council to enter into an agreement with Snohomish Health District to procure naloxone kits.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Naloxone Agreement without per capita contribution- Final

AGREEMENT FOR DISTRIBUTION AND ACCEPTANCE OF NALOXONE

This agreement is entered into by and between Snohomish Health District, a municipal corporation of the State of Washington (“SHD”), and _____, a _____ corporation (“Recipient Organization”), as follows:

WHEREAS, the Recipient Organization and SHD each recognize the public health, safety, and welfare benefits that availability of naloxone provides to persons within SHD as well as the Recipient Organization; and

WHEREAS, SHD now is able to secure naloxone through its own resources; and

WHEREAS, SHD and the Recipient Organization each have as authority to take measures to benefit the health safety and welfare of persons with their respective jurisdictions;

NOW, THEREFORE,

For and in consideration of the mutual benefits derived from this agreement, SHD and Recipient Organization agree as follows:

1. At no expense to Recipient Organization, SHD will provide naloxone to Recipient Organization subject to written rules and protocols attached as Exhibit A and incorporated herein by this reference.
2. Recipient Organization agrees to save, hold harmless, and indemnify SHD, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to Recipient Organization and that SHD assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer.
3. By entering into this Agreement, Recipient Organization accepts the naloxone subject to the above indemnity, disclaimer, and attached Exhibit A rules and protocols.
4. This Agreement shall be valid for three (3) years from the last signature date below, unless the parties agree to a different term in writing executed by both parties. This agreement may be terminated by either party with 60-days written notice.

IN WITNESS THEREOF, _____ has caused this Agreement to be executed by its _____ or designee, and SHD has caused this Agreement to be executed by its Administrative Officer, each of whom have authority to bind their respective entities.

Authorized representative:

Snohomish Health District

Date

Date

EXHIBIT A

RULES AND PROTOCOLS FOR DISTRIBUTION OF NALOXONE

1. To help with tracking at each partner organization, it is required that the Recipient Organization has an internal staff member act as the designated Naloxone Liaison. This individual will take on the role of tracking naloxone distribution and use and employee training within their organization. If the Naloxone Liaison leaves the partner organization or assumes a new position, it will be their responsibility or the responsibility of their supervisor to select a new liaison, train them, and inform the contact at SHD so operations can continue smoothly.
2. The Naloxone Liaison must maintain an up-to-date roster including all employees that carry naloxone, the dose number of the naloxone assigned to each individual, its expiration date, and its lot number. This roster must also include the dose number, expiration date and lot number of reserve replacement kits in their possession. It is the responsibility of the Naloxone Liaison to track this information on the roster for each dose as it is given out to each employee. The Naloxone Liaison is also responsible for maintaining an accurate roster as new staff members are administered kits, and as members leave the organization and turn in their kits to be reassigned (if the dose is not nearing its expiration date). Additionally, the Naloxone Liaison should update the roster when doses are used or expired and are replaced with reserve doses. The Naloxone Liaison must provide this up-to-date information to SHD every quarter, even if no changes occurred during that period.
3. The Naloxone Liaison will separately track when naloxone doses have been used to reverse an overdose. For each overdose incident, SHD will ask for the name of the officer who administered the naloxone, the date of administration, the case number, the number of police department doses used in the incident, and if the use of naloxone resulted in the reversal of an overdose or not. This information will be requested quarterly.
4. After the naloxone is delivered to the Recipient Organization, it should be stored at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. Do not store naloxone nasal spray in a car on hot summer days. Do not freeze or leave naloxone nasal spray in a car during the winter. Naloxone nasal spray may not be as effective if it is not stored properly. If naloxone nasal spray gets frozen or is stored at 104°F for long periods of time, it should be replaced. Only discard the naloxone nasal spray once you have a replacement, as it is better to use improperly stored naloxone than not have any naloxone at all.
5. Recipient Organization agrees to return and release all doses of naloxone four months within their expiration date to SHD for redistribution into the community. It is understood and agreed that Snohomish Health District may in its discretion redistribute the unexpired doses to other agencies for use.

NOTICE: The naloxone that is purchased by the Snohomish Health District on behalf of cities and towns expires 36 months after its manufacturing date. As a significant number of naloxone doses purchased for this program go unused during the duration they are in the possession of first responders, the Snohomish Health District has created a community-based redistribution program for doses within four months of their expiration date. The naloxone doses your city or

town releases will be given to organizations that are in frequent contact with community members at high risk of opioid overdose. This redistribution program will ensure that resources purchased with public funds are utilized to their full potential to contribute to county-wide efforts to end the opioid epidemic.

CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: Park Board Appointment

Contact Person/Department: Kelly Chelin, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Confirm the Mayor's Appointment of Marie Supanich to the Park Board with a term expiring December 31, 2025.

SUMMARY/BACKGROUND:

There are currently two mid-term vacancies on the Park Board. The staff issued a press release for interested applicants. One application was received from Marie Supanich. An interview was held on August 15, 2022 with Council President Daughtry and Councilmember Ewing, along with the Park Board Chair. The interview committee has recommended, and the Mayor has nominated, the appointment of Marie Supanich to the Park Board for a mid-term vacancy ending December 31, 2025.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: LUA2022-0024: Fagerlie Annexation (Ordinance 1143)

Contact Person/Department: David Levitan, Community Development

Budget Impact: Upon annexation, the property owners will be responsible for assuming a proportionate share of city indebtedness.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

1. Hold a public hearing for the Fagerlie Annexation (LUA2022-0024) and adoption of land use and zoning designations; and
2. Approve Ordinance 1143 approving the Fagerlie Annexation, the simultaneous adoption of land use and zoning designations, and assumption of all existing City indebtedness.

SUMMARY/BACKGROUND:

On March 8, 2022, the City Council passed [Resolution 2022-01](#) accepting the 10% Fagerlie Annexation petition and authorizing the gathering of signatures for the 60% annexation petition. On April 11, 2022, the applicant submitted the 60% annexation petition with signatures from property owners representing more than 60% of the assessed valuation of the properties contained within the proposed annexation area. On May 10, 2022, the City Council held a public hearing to consider the 60% Annexation petition and consider the land use and zoning designations for the properties proposed for the annexation.

At that May 10 meeting, the City Council adopted [Resolution 2022-07](#) accepting the 60% Fagerlie Annexation Petition and issued a Notice of Intent to Annex and adopt land use and zoning designation for the annexed parcels. On July 19, 2022, the Snohomish County Council voted to approve motion 22-286, which stated that the

Council did not oppose the Fagerlie annexation or invoke Boundary Review Board (BRB) jurisdiction to hold a hearing on the annexation. The BRB 45-day review period for [BRB File 05-2022](#) ended on August 1, 2022, meaning that the City Council may now finalize the annexation via the adoption of a city ordinance. The area was formally annexed into Lake Stevens Sewer District boundaries on June 23, 2022 through a separate process.

The annexation area includes three properties and adjacent Williams Rd right-of-way (ROW) totaling approximately 13.9 acres and the signed petitioners own over 60% of the land value within the proposed annexation area. The annexation area is located south of Lake Stevens city limits, which is just across 20th St SE. The proposed annexation is an area bounded on the north by 20th St SE, on the east by a rural residential neighborhood (the beginning of the county's Rural Urban Transition Area, or RUTA), on the south by the White Oaks Ridge subdivision, and on the west by the Pasadera Heights subdivision.

In accordance with the adopted resolution 2022-07, the land use designation for the Fagerlie Annexation is proposed to be High Density Residential with a zoning designation of R8-12. Potential environmental impacts of the land use and zoning designations were evaluated by the city, and a [SEPA Determination of Nonsignificance](#) was issued on April 25, 2022, which generated no comments or appeals.

Public Notice and Comment

The notice of public hearing was posted on site (three separate signs), published in the Everett Herald, and mailed to property owners within 300 feet of the property on or around August 12, 2022. As of August 16, 2022, the city has not received any public comments.

APPLICABLE CITY POLICIES:

Comprehensive Plan Goal 2.9: Promote annexations of land into the city in a manner that is fiscally responsible to ensure the city is able to provide a high level of urban services.

Resolution 2016-01: City of Lake Stevens Annexation Plan

ATTACHMENTS:

1. Attachment 1 - Ordinance 1143

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1143**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON ANNEXING APPROXIMATELY 13.9 ACRES KNOWN AS THE “FAGERLIE ANNEXATION” INTO THE CITY PURSUANT TO RCW 35A.14.120; ASSIGNING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON ANNEXATION; REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF CITY INDEBTEDNESS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE AND PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015-2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens has adopted an Annexation Plan, under Resolution 2016-021, as a reasonable measure that provides an annexation strategy for the city and its UGA; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditors File No. 200511100706 on November 10, 2005 that provides for the orderly transition of services from the County to City; and

WHEREAS, pursuant to RCW 35A.14.120 the City Council adopted resolution 2022-01 accepting a 10% petition, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan and zoning for the proposed "Fagerlie" annexation area; and

WHEREAS, pursuant to RCW 35A.14.120, the petitioner obtained the signatures of property owners representing more than 60% of the current total assessed value of all parcels within the proposed annexation area described in Exhibit A and depicted in Exhibit B; and

WHEREAS, pursuant to RCW35A.01.040 the Snohomish County Assessor’s Office certified the 60% petition as sufficient on April 12, 2022; and

WHEREAS, the applicants requested a land use designation of High Density Residential and zoning designation of R8-12 for the subject properties, which differ from those adopted for the UGA as part of Ordinance 1073 and 1074, as amended by Ordinances 1105 and 1106; and

WHEREAS, the annexation area is contiguous with the existing city limits, lies within unincorporated Snohomish County and the city’s UGA, and may generally be described as an area of approximately 13.9 acres depicted in the map attached as Exhibit B; and

WHEREAS, on May 10, 2022 the City Council held a properly noticed public hearing to consider the Fagerlie Annexation pursuant to RCW 35A.14.130, and accepted the 60% petition with the requested land use and zoning designations and issued a Notice of Intent to Annex the area by passing Resolution 2022-07; and

WHEREAS, on June 7, 2022 the City submitted a Notice of Intent to the Snohomish County Boundary Review Board, and the Board deemed said Notice complete with an effective filing date of June 15, 2022; and

WHEREAS, the 45-day review period for the Boundary Review Board expired on August 1, 2022 without a request for Board review, following the adoption of Motion 22-286 by the Snohomish County Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Annexation. The property described in Exhibit A and depicted in Exhibit B is hereby annexed in the City of Lake Stevens on the effective date of this ordinance.

Section 2. The area legally described in Exhibit A and depicted in Exhibit B shall be require to assume its proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of the annexation.

Section 3. The area shown and described in Exhibits A and B shall be designated in the City's Comprehensive Plan as High Density Residential and on the City's Official Zoning Map as R8-12.

Section 4. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 5. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Section 6. Upon passage of this ordinance a certified copy shall be transmitted to the Clerk of the Snohomish County Council as required by RCW 35A.14.440.

PASSED by the City Council of the City of Lake Stevens this 23rd day of August, 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: August 23, 2022
Published:
Effective Date:

EXHIBIT A

ANNEXATION DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON,

DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 2°22'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 30.00 FEET TO A POINT ON THE SOUTH MARGIN OF 20TH STREET SOUTHEAST (HEWITT AVENUE) ALSO **THE POINT OF BEGINNING**;

THENCE CONTINUEING SOUTH 2°22'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 614.37 FEET TO A POINT ON THE SOUTH MARGIN OF WILLIAMS ROAD AS DESCRIBED IN A DEED RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 1829367;

THENCE NORTH 79°10'22" WEST ALONG SAID MARGIN OF WILLIAMS ROAD A DISTANCE OF 38.91 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST WITH A CENTRAL ANGLE OF 58°36'36" AND A RADIUS OF 380.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 388.72 FEET;

THENCE SOUTH 02°21'24" WEST A DISTANCE OF 233.72 FEET;

THENCE NORTH 87°52'48" WEST A DISTANCE OF 332.52 FEET;

THENCE SOUTH 02°20'18" WEST A DISTANCE OF 32.01 FEET;

THENCE NORTH 88°11'33" WEST A DISTANCE OF 332.52 FEET;

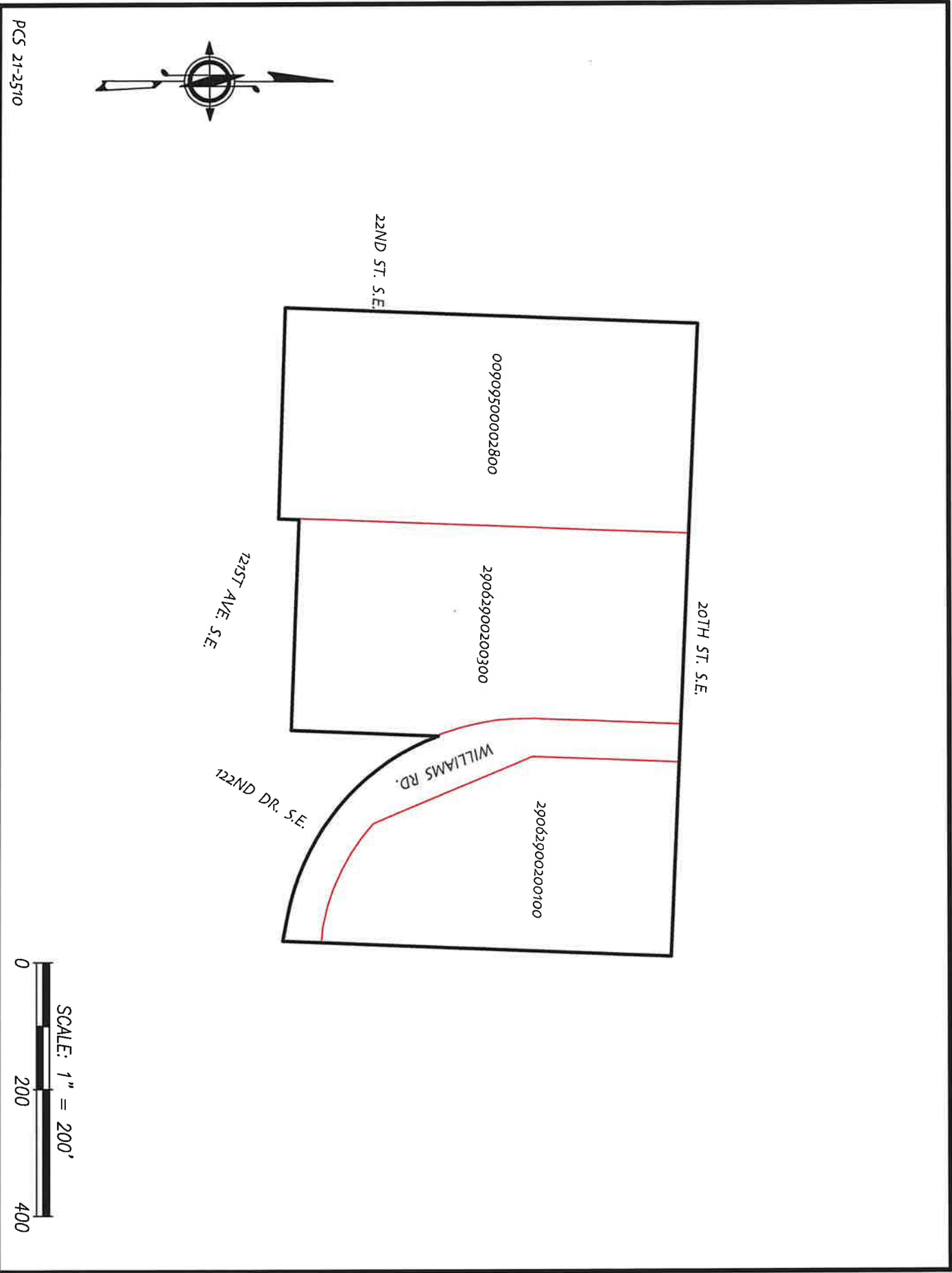
THENCE NORTH 02°19'13" EAST A DISTANCE OF 652.48 FEET TO A POINT ON THE SOUTH MARGIN OF 20TH STREET SOUTHEAST (HEWITT AVENUE);

THENCE SOUTH 87°33'42" EAST ALONG SAID MARGIN OF 20TH STREET SOUTHEAST (HEWITT AVENUE) A DISTANCE OF 998.13 FEET TO **THE POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING APPROXIMATELY 602,615 SF (13.83 ACRES).

EXHIBIT B



CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: Ordinance 1144 - Amending Lake Stevens Municipal Code Chapter 9.40

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Ordinance 1144

SUMMARY/BACKGROUND:

In February 2021, the Washington State Supreme Court struck down the strict drug laws of the state. These ruling hindered how officers lawfully search and seize an individuals or their property during paraphernalia and narcotic investigations.

Since the ruling, municipalities and cities with the support of the misdemeanor prosecutor, have been forced to update and enact new local ordinances related to paraphernalia laws that met the requirements of the WSSC's "Blake Decision".

LSMC Chapter 9.40 regulates crimes relating to controlled substances, drug paraphernalia, poisons, and toxic fumes. Together, the Lake Stevens Police Department, city attorneys' office and the local prosecutor's office are proposing the attached modifications to LSMC Chapter 9.40. By repealing the ordinance, the crime charges will fall under current state laws.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Ordinance Amending LSMC Ch. 9.40, Controlled Substances

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LAKE STEVENS,
WASHINGTON, REPEALING CERTAIN PROVISIONS OF
CHAPTER 9.40 OF THE LAKE STEVENS MUNICIPAL
CODE; PROVIDING FOR SEVERABILITY, SUMMARY
PUBLICATION, AND EFFECTIVE DATE.**

WHEREAS, Lake Stevens Municipal Code (“LSMC”) Chapter 9.40 regulates crimes relating to controlled substances, drug paraphernalia, poisons, and toxic fumes; and

WHEREAS, since the adoption of LSMC Chapter 9.40, the Washington State Legislature has enacted various statutes that conflict and/or supersede various provisions of said Chapter; and

WHEREAS, the LSMC 9.04.010 adopts all misdemeanor and gross misdemeanors and the under State law, thereby allowing the City to charge said crimes; and

WHEREAS, City Council now desires to repeal various provisions of LSMC Chapter 9.40 in order to conform the Chapter 9.40 with State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, HEREBY DO ORDAIN AS FOLLOWS:

Section 1. Sections 9.40.020 (Controlled Substance – Possession Prohibited), 9.40.040 (Minors), 9.40.050 (Minors Excluded), 9.40.060 (Sale and Display Rooms), 9.40.070 (Sale and Restriction), 9.40.080 (Nuisance), and 9.40.090 (Penalties) are hereby repealed in their entirety

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Lake Stevens, Washington, this _____ day of _____, 2022

Brett Gailey, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: Resolution 2022-11 Right of Way Access Transfer

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Acquisition Proceeds (\$500 per property segment)

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

1. Approve Resolutions 2022-11 (**Attachment 1**) transferring limited access rights of city owned properties to WSDOT for planned highway improvements.
2. Authorize the Mayor to execute the transfer of property rights to the State for highway purposes

SUMMARY/BACKGROUND:

The city of Lake Stevens has received two requests (**Attachments 2 and 3**) from the Washington State Department of Transportation (WSDOT) requesting to purchase limited access rights to real property (Parcel Nos. 00493400400101 and 00493400400203) along SR-9 south of Market Place and along SR-9 between Market Place and 4th Street NE for planned highway improvements to SR-9 and SR-204. The Revised Code of Washington (RCW) 47.12.040 provides authority for the transfer of land for highway purposes.

As the project will create significant benefits for the Lake Steven community that address congestion, mobility and access issues, staff recommends approval of conveyance of the described access rights from the city of Lake Stevens (Drainage District 8) to WSDOT for the sum of one-thousand dollars (\$1000.00) or \$500 per identified property segment.

APPLICABLE CITY POLICIES:

RCW 47.12.040

ATTACHMENTS:

1. Attachment 1 - Resolution 2022-11
2. Attachment 2
3. Attachment 3

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
RESOLUTION NO. 2022-11**

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON AUTHORIZING THE CITY COUNCIL TO TRANSFER LIMITED ACCESS RIGHTS OF CITY OWNED PROPERTIES PARCEL NOS. 00493400400101 AND 00493400400203, TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS PART OF THE SR-9 AND SR-204 IMPROVEMENTS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE TRANSFER OF PROPERTY AND/OR PROPERTY RIGHTS PURSUANT TO RCW 47.12.040

WHEREAS, the city of Lake Stevens owns rights-of-way and real property (Parcel Nos. 00493400400101 and 00493400400203) along SR-9 south of Market Place and along SR-9 between Market Place and 4th Street NE; and

WHEREAS, WSDOT requires property right to establish limited access to the identified rights-of-way and properties for the construction of the SR-9 and SR-204 improvements; and

WHEREAS, WSDOT has provided offer letters with assessed values to the city for the affected transfer of property rights; and

WHEREAS, LSMC 2.98.060 authorizes intergovernmental transfers of property in accordance with RCW47.12.040; and

WHEREAS, RCW 47.12.040 authorizes the city to lease, sell, or convey by gift land to the state of Washington to secure lands for primary or secondary state highway right-of-way; and

WHEREAS, the City Council has determined that the property rights for direct access as identified in Exhibits A and B are no longer needed for present or future municipal uses; and

WHEREAS, the City Council deems it to be in the public interest to transfer property rights to WSDOT for state highway purposes with compensation as proposed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAKE STEVENS, WASHINGTON AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor or the Mayor's designee to execute applicable documents and transfer the property rights identified in Exhibits A and B according to the provisions of LSMC 2.98.060 and RCW 47.12.040 to WSDOT for state highway purposes.

PASSED by the City Council of the City of Lake Stevens, Washington this 23rd day of August 2022

Brett Gailey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelly Chelin, City Clerk

Greg Rubstello, City Attorney

Exhibit A

Map for Assessor Parcel No. 00493400400101

Exhibit B

Map for Assessor Parcel No. 00493400400203



Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 1, 2022

City of Lake Stevens
PO Box 257
Lake Stevens, WA 98252

City of Lake Stevens
Attn: Aaron Halverson
2306 131st Ave NE
Lake Stevens, WA 98258

Re: SR 9, SR 204 Intersection Improvements - Stage 3
FA No. F-009 ()
Parcel Number 1-24948

Dear City of Lake Stevens,

The State of Washington, acting by and through its Department of Transportation (WSDOT), plans to proceed with the above-titled public project. The intersection of SR 9 and SR 204 in Lake Stevens will be improved by adding four roundabouts and widening SR 9 to two lanes in each direction immediately south of the intersection. These improvements will help manage congestion and improve mobility, provide better access to area businesses, and provide more travel options with improved connections for pedestrians, bicyclists, transit users and drivers.

To facilitate safe traffic circulation at the intersection of SR 9 & Market Place, WSDOT must limit vehicle turning access fronting your property to be right-in/right-out only along Market Place.

The purpose of this letter is to notify you of a) WSDOT's interest in acquiring your property for this project, b) WSDOT's determination of just compensation for your property, and c) the basic protections afforded to you by law.

WSDOT has established an amount it believes is just compensation based on the market value estimated for your property. WSDOT's Determination of Value (DV) offer is as follows:

Damages		
- Limited Access		\$0.00
Total Amount*		\$500.00*

*Refer to Administrative Offer Summary for details.

An administrative offer is based upon market research and is used when the property rights being acquired involve estimated compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

The Internal Revenue Service (IRS) requires that WSDOT obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. In addition to the IRS requirement, the Washington State Office of Financial Management (OFM) requires that all state agencies use a statewide vendor number for all payments. Your agency's Statewide Vendor numbers are SWV00325260 0 and SWV00325260 1. Please verify to which vendor number your agency prefers to receive funds.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after you accept WSDOT's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, WSDOT becomes the owner of the property purchased and responsible for its control and management.

If you employ professional services to evaluate this offer, WSDOT will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

If we are unable to achieve a mutually agreeable settlement, WSDOT, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State Constitution and laws, the Attorney General's Office will file a condemnation action to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for your property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

Enclosed please find the following:

- A. A copy of the valuation of your property
- B. A plan sheet showing the property rights acquired
- C. Transportation Needs and You (brochure explaining the Right-of-Way acquisition process)

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to contact me directly at (206) 440-4164, or at klausea@wsdot.wa.gov, to discuss the offer further or address additional questions you may have. Additional information about this road project can be found on our website at: [SR 9 - SR 204 Intersection Improvements | WSDOT \(wa.gov\)](#)

Thank you for your time and consideration.

Sincerely,

Arlene Klausen

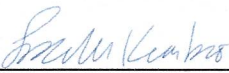
Arlene Klausen
Property & Acquisition Specialist
klausea@wsdot.wa.gov
(206) 440-4164

Receipt of this letter is hereby acknowledged:

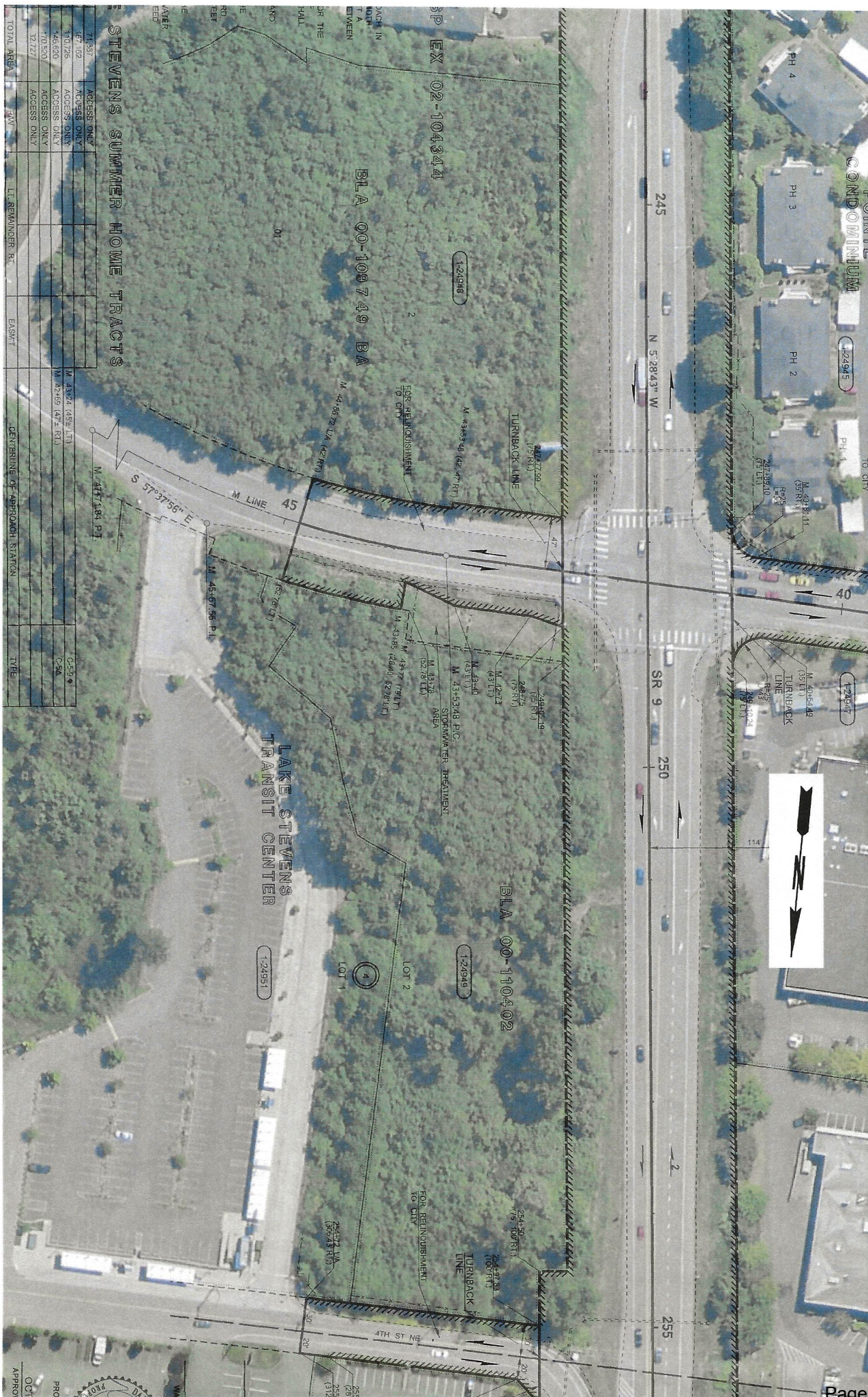
Owner

Date

(Signature above does not mean acceptance or rejection of offer.)

Administrative Offer Summary No. 1									
Project: SR 9, SR 204 Intersection Improvements - Stage 3									
Sheet <u>3</u> of <u>6</u> sheets		Plan Approval Date: <u>7/16/2021</u>		Revision Date: <u>5/6/2022</u>					
Federal Aid No.: <u>N/A</u>		Tax Account No(s): <u>00493400400101</u>							
Owner's Name(s): <u>City of Lake Stevens</u>									
Property Location: <u>Vacant Land Lake Stevens, WA 98258</u>									
Before Area: <u>146,620 sf</u>		After Area: <u>146,620 sf</u>							
Acquisition Area(s)		Fee: <u>0 sf</u>		Perm. Easement(s): <u>0 sf</u>		Temp. Easement(s): <u>0 sf</u>			
Current Use: <u>Drainage District</u>				Zoning: <u>Public/Semi-Public (P/PS)</u>					
H&B Use as Vacant: <u>Park/Open Space</u>				H&B Use as Improved: <u>Continued Public Use</u>					
Effects of Acquisition: The property was inspected on September 14, 2021. To bring the subject property into compliance with WSDOT Design Manual guidelines, Washington State Department of Transportation ("WSDOT") is proposing to restrict direct access along Market Place and SR 9. Although there are no negative impacts to the property's primary source of ingress and egress, the minimum compensation for any WSDOT acquisition is \$500.00.									
Sales Relied On: <u>N/A</u>		contained in Data Package for this project dated: <u>N/A</u>							
Subject Sold Within Last 5 Years? <u>No</u>		If "Yes", is sale included in data package? <u>N/A</u>							
If no, explain why not: _____									
	Type	Units	Months	Unit Value	% of Fee	Adj. Unit Value	Rate	Sub Totals	Totals (R)
Acquisition Compensation	Fee Land:								
	Permanent Easement(s):								
	Temporary Easement(s):								
	Improvement(s):								
Damages: <u>Limited Access</u>								\$0	\$0
Grand Total:								\$500	
Prepared By: <u>Jennifer Gilman</u> Date: <u>5/16/2022</u> 1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. 2. My Compensation is not contingent on an action or event resulting from this report. 3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative offer be made in said amount as Just Compensation.									
 Lisa Kimbro, Appraisal Supervisor Region Appraisal Supervisor or Designee						5/19/2022 Date			
<i>This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "Appraisal" in 49 CFR 24.201©(2). In the Acquisition Compensation section above, each property interest total in the rightmost column are rounded up to the nearest \$100 by WSDOT Northwest Region policy.</i>									
Parcel No.: <u>1-24948</u>									

1





Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 1, 2022

City of Lake Stevens
PO Box 257
Lake Stevens, WA 98252

City of Lake Stevens
Attn: Aaron Halverson
2306 131st Ave NE
Lake Stevens, WA 98258

Re: SR 9, SR 204 Intersection Improvements - Stage 3
FA No. F-009 (
Parcel Number 1-24949

Dear City of Lake Stevens,

The State of Washington, acting by and through its Department of Transportation (WSDOT), plans to proceed with the above-titled public project. The intersection of SR 9 and SR 204 in Lake Stevens will be improved by adding four roundabouts and widening SR 9 to two lanes in each direction immediately south of the intersection. These improvements will help manage congestion and improve mobility, provide better access to area businesses, and provide more travel options with improved connections for pedestrians, bicyclists, transit users and drivers.

To facilitate safe traffic circulation at the intersection of SR 9 & Market Place and at SR 9 & 4th Street NE, WSDOT must limit vehicle turning access fronting your property to be right-in/right-out only along Market Place and 4th Street NE.

The purpose of this letter is to notify you of a) WSDOT's interest in acquiring your property for this project, b) WSDOT's determination of just compensation for your property, and c) the basic protections afforded to you by law.

WSDOT has established an amount it believes is just compensation based on the market value estimated for your property. WSDOT's Determination of Value (DV) offer is as follows:

Damages		
- Limited Access		\$0.00
Total Amount*		\$500.00*

*Refer to Administrative Offer Summary for details.

An administrative offer is based upon market research and is used when the property rights being acquired involve estimated compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

The Internal Revenue Service (IRS) requires that WSDOT obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. In addition to the IRS requirement, the Washington State Office of Financial Management (OFM) requires that all state agencies use a statewide vendor number for all payments. Your agency's Statewide Vendor numbers are SWV00325260 0 and SWV00325260 1. Please verify to which vendor number your agency prefers to receive funds.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after you accept WSDOT's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, WSDOT becomes the owner of the property purchased and responsible for its control and management.

If you employ professional services to evaluate this offer, WSDOT will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

If we are unable to achieve a mutually agreeable settlement, WSDOT, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State Constitution and laws, the Attorney General's Office will file a condemnation action to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for your property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

Enclosed please find the following:

- A. A copy of the valuation of your property
- B. A plan sheet showing the property rights acquired
- C. Transportation Needs and You (brochure explaining the Right-of-Way acquisition process)

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to contact me directly at (206) 440-4164, or at klausa@wsdot.wa.gov, to discuss the offer further or address additional questions you may have. Additional information about this road project can be found on our website at: [SR 9 - SR 204 Intersection Improvements | WSDOT \(wa.gov\)](#)

Thank you for your time and consideration.

Sincerely,

Arlene Klausen

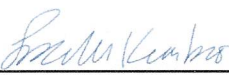
Arlene Klausen
Property & Acquisition Specialist
klausea@wsdot.wa.gov
(206) 440-4164

Receipt of this letter is hereby acknowledged:

Owner

Date

(Signature above does not mean acceptance or rejection of offer.)

Administrative Offer Summary No. 1									
Project: SR 9, SR 204 Intersection Improvements - Stage 3									
Sheet <u>3</u> of <u>6</u> sheets		Plan Approval Date: <u>7/16/2021</u>		Revision Date: <u>5/6/2022</u>					
Federal Aid No.: <u>N/A</u>		Tax Account No(s): <u>00493400400203</u>							
Owner's Name(s): <u>City of Lake Stevens</u>									
Property Location: <u>Vacant Land Lake Stevens, WA 98258</u>									
Before Area: <u>110,726 sf</u>		After Area: <u>110,726 sf</u>							
Acquisition Area(s) <u>Fee: 0 sf</u>		Perm. Easement(s): <u>0 sf</u>		Temp. Easement(s): <u>0 sf</u>					
Current Use: <u>Drainage District</u>		Zoning: <u>Public/Semi Public (P/PS)</u>							
H&B Use as Vacant: <u>Park/Open Space</u>		H&B Use as Improved: <u>Continued Public Use</u>							
Effects of Acquisition: To bring the subject property into compliance with WSDOT Design Manual guidelines, Washington State Department of Transportation ("WSDOT") is proposing to restrict direct access along Market Place, SR 9, and 4th Street NE. Given the fact that there is a potential access point at the southeast corner of the property and along Market Place, no negative impacts are assessed for limited access and a minimum \$500 compensation payment is warranted.									
Sales Relied On: <u>N/A</u>		contained in Data Package for this project dated: <u>N/A</u>							
Subject Sold Within Last 5 Years? <u>No</u>		If "Yes", is sale included in data package? <u>N/A</u>							
If no, explain why not: _____									
Acquisition Compensation	Type	Units	Months	Unit Value	% of Fee	Adj. Unit Value	Rate	Sub Totals	Totals (R)
	Fee Land:								
	Permanent Easement(s):								
	Temporary Easement(s):								
	Improvement(s):								
Damages: <u>Limited Access</u>								\$0	\$0
Grand Total:								\$500	
Prepared By: <u>Jennifer Gilman</u>		Date: <u>5/16/2022</u>							
1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. 2. My Compensation is not contingent on an action or event resulting from this report. 3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative offer be made in said amount as Just Compensation.									
 _____ Lisa Kimbro, Appraisal Supervisor Region Appraisal Supervisor or Designee		<u>5/19/2022</u> _____ Date							
This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "Appraisal" in 49 CFR 24.201(c)(2). In the Acquisition Compensation section above, each property interest total in the rightmost column are rounded up to the nearest \$100 by WSDOT Northwest Region policy.									
								Parcel No.: <u>1-24949</u>	

CITY COUNCIL STAFF REPORT



Agenda Date: 8/23/2022

Subject: Prescription Opioid Litigation Settlement

Contact Person/Department: City Attorney, Barb Stevens, Administration

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the WA Local Government MOU and authorize the Mayor to sign it and any related documents to receive settlement funds.

SUMMARY/BACKGROUND:

Across the nation, there have been multiple lawsuits against the manufacturers and distributors of opioid drugs (e.g., OxyContin). The central claim in these opioid lawsuits is that drug manufacturers and distributors improperly marketed and distributed opioids leading to the deaths of hundreds of thousands of Americans and costs to governments dealing with the impacts of drug addiction.

The State of Washington reached a settlement with McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp. for up to \$518 million. More than \$476 million will be directed toward addressing the opioid epidemic. This money will be paid over 17 years.

Washington cities and counties with population over 10,000 can join this settlement. If a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic.

The settlement funds initially will be allocated on a regional level to "Opioid Abatement Councils" which will approve the uses to which the funds may be put. Lake Stevens and Snohomish County are in the North Sound Region, which includes Island, San Juan,

Skagit, Snohomish, and Whatcom counties.

The City's allocation is expected to be 0.1385202891% of the total settlement funds for Washington. Snohomish County and all the eligible cities in the county will receive a total of 11.8213083387% of the funds made available through a settlement.

Entities that receive a share must spend the settlement money on approved uses, must keep records of its spending, must file reports with the Settlement Administrator, and must comply with all terms of the Washington and National Distributor Settlements. The City could pool any settlement funds it receives with the County and other cities to pursue county-wide strategies to combat the effects of opioid addiction.

Two things need to happen for this settlement to be finalized:

1. All Washington local governments that filed suit against these opioid distributors need to sign the Participation Form releasing their claims and then dismiss them with prejudice.
2. Ninety percent (90%) of Washington local governments with a population of over 10,000 that did not file a lawsuit against these opioid distributors need to sign the Participation Form releasing their potential claims.

The deadline for cities and counties to join the settlement is September 23, 2022. If not enough join, the settlement will be void. More information on how to join and other requirements can be found listed below and under Resources.

Lake Stevens can join the settlement by signing each of these documents:

1. [Participation Form](#),
2. [Allocation Agreement](#), and
3. [One Washington Memorandum of Understanding between the Washington Municipalities](#).

(1)The Participation Form requires the local governments to abide by the terms of the Washington and National Distributor Settlements. This is the only document required for the Washington settlement to be finalized.

(2) The Allocation Agreement is the agreement between the State and eligible cities and counties to split the settlement.

(3)The One Washington Memorandum of Understanding between the Washington Municipalities is an agreement splitting the money between the local governments. Exhibit B lists each local governments share.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Washington Distributor Settlement local governments - August 2022
2. Participation Form
3. Allocation Agreement
4. One Washington Memorandum of Understanding between the Washington Municipalities

Washington Distributor Settlement

August 8, 2022 presentation
Jeff Rupert, Washington AGO

The AGO's lawsuit against the distributors

- ▶ The AGO filed suit against AmerisourceBergen, Cardinal Health, and McKesson
- ▶ Nuisance and consumer protection claims
- ▶ Huge amount of document and data in discovery
- ▶ 6-month trial in King County Superior Court
- ▶ Settled at close of evidence

Overview of settlement

- ▶ Up to \$518 million payable over 17 years
 - ▶ \$430 million must be spent on combatting the opioid epidemic
 - ▶ Attorney General is directing an additional \$46 million in attorneys' fees to opioid spending by the State.
 - ▶ Remainder is attorneys' fees.

Who must join the settlement for it become effective?

- ▶ 125 local governments listed in the settlement
- ▶ All 37 jurisdictions that filed a lawsuit must join
- ▶ 90% of the local governments with a population over 10,000 that did not file a lawsuit must join

All other states have approved

- ▶ Washington settlement structure is very similar to the national distributor settlement that 48 other states and local governments joined
- ▶ No other State and its local governments have decided not to approve the national settlement

How a city or county can join the settlement

- ▶ Sign and return the Participation Form
- ▶ Deadline is September 23, 2022
- ▶ Return form to comopioidscases@atg.wa.gov

What happens if not enough cities and counties join the settlement?

- ▶ If not enough local governments join by September 23, 2022, the settlement is void
- ▶ No one gets any of the settlement money
- ▶ As of 8/8, only 17 out of 125 eligible local governments have returned the Participation Form

The national distributor settlement is part of Washington's settlement

- ▶ The national distributor settlement is incorporated into the Washington settlement as Exhibit H
- ▶ The terms and conditions in the national settlement apply to Washington

How will the money be split between the State and the local governments?

- ▶ The State and attorneys representing the local governments have agreed in principle to 50% local government/50% State split of the up to \$430 million abatement amount
- ▶ The local governments will receive up to \$215 million payable over 17 years

Why is the local government share “up to” \$215 million?

- ▶ The Washington and national settlement have base and incentive payment structures
- ▶ If less than 100% of the non-litigating local governments join, the settlement payments are less
- ▶ If a local government later files a lawsuit against the distributors, the settlement payments are less and the payments may be delayed

How to join the Allocation Agreement

- ▶ The Allocation Agreement has not yet been finalized, but will be sent to the local governments soon
- ▶ Sign the Allocation Agreement and return the signature page to comopioidscases@atg.wa.gov
- ▶ The threshold for the Allocation Agreement to be effective is in Exhibit O of the national settlement agreement

How are the local governments dividing their share?

- ▶ The One Washington MOU that Keller Rohrback circulated will be used to divide the local government share
- ▶ The Allocation Agreement makes a few changes to the One Washington MOU for the Distributor settlement

How to calculate the share your city or county would receive

- ▶ Exhibit B of the One Washington MOU lists the percentage that each eligible local government will receive
- ▶ Percentages based on population adjusted for proportionate share of the impact of the opioid epidemic
- ▶ A local government's share can be calculated by multiplying \$215 million and that local government's percentage in Exhibit B
- ▶ Attorneys' fees of 15% then need to be deducted, but this will not occur in later payment years as some of these fees are being paid via the settlement

How to join the One Washington MOU

- ▶ Sign the One Washington MOU
- ▶ Return the signature page to comopioidscases@atg.wa.gov or Keller Rohrback
- ▶ The threshold for the One Washington MOU to be effective is in Exhibit O of the national settlement agreement

A local government can decide to spend settlement money or pool it with others

- ▶ The One Washington MOU requires that each region establish an Opioid Abatement Council to oversee allocation, distribution, and spending
- ▶ A local government can spend settlement money itself or regionally
- ▶ Settlement funds must be spent on an Approved Use for fighting the opioid epidemic per court order

Spending and reporting requirements

- ▶ Opioid spending must be spent on an Approved Uses per court order
- ▶ Approved Uses are listed on Exhibit E of the national settlement agreement
- ▶ The national settlement and settlement administrator have reporting and tax cooperation requirements
- ▶ All records must be retained and the Public Records Act applies

To increase efficiency, please coordinate your spending with the State's spending

- ▶ The State's opioid spending is being coordinated by HCA and DOH
- ▶ Please discuss your spending plans with State and regional counsels so that spending can be coordinated

When do settlement payments start?

- ▶ The first payment is due by December 1, 2022
- ▶ Each of the 16 successive payment will be made on July 15

Will the settlement payments be the same each year?

- ▶ Settlement payments will not be the same but will not vary greatly unless certain incentive payments are not achieved. See Section IV and Exhibit M of the national settlement
- ▶ The first payment on December 1, 2022 will be approximately double the amount of the remaining 16 payments

Other opioid bankruptcies

- ▶ The Mallinckrodt and Purdue bankruptcies have different requirements, and no sign on is required for either
- ▶ There may be future opioid settlements

Questions

- ▶ Contact Jeff Rupert, the Complex Litigation Division Chief, at 206-389-2116 or Jeffrey.Rupert@atg.wa.gov
- ▶ You also can contact comopioidscases@atg.wa.gov
- ▶ <https://www.atg.wa.gov/distributors-washington-settlement> has more information about the settlement and the sign-on forms

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity: City of Lake Stevens	State: WA
Authorized Official: Brett Gailey, Mayor	
Address 1: PO Box 257	
Address 2: 1812 Main Street	
City, State, Zip: Lake Stevens, WA 98258	
Phone: 425-622-9400	
Email: bgailey@lakestevenswa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Brett Gailey

Title: Mayor

Date: August 24, 2022

ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE SETTLING OPIOID DISTRIBUTORS IN WASHINGTON STATE

AUGUST 8, 2022

This Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (the “Allocation Agreement”) governs the distribution of funds obtained from AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the “Settling Distributors”) in connection with its resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Distributors (the “Distributors Settlement”). The Distributors Settlement including any amendments are attached hereto as Exhibit 1.

1. This Allocation Agreement is intended to be a State-Subdivision Agreement as defined in Section I.VVV of the Global Settlement (the “Global Settlement”), which is Exhibit H of the Distributors Settlement. This Allocation Agreement shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Global Settlement.
2. This Allocation Agreement shall become effective only if all of the following occur:
 - A. All Litigating Subdivisions in Washington and 90% of Non-Litigating Primary Subdivisions in Washington as the terms are used in Section II.C.1 of the Distributors Settlement must execute and return the Subdivision Settlement Participation Form, Exhibit F of the Distributors Settlement (the “Participation Form”) by **September 23, 2022**. This form is also attached hereto as Exhibit 2.
 - B. The Consent Judgment and Stipulation of Dismissal with Prejudice, Exhibit G of the Distributors Settlement, is filed and approved by the Court.
 - C. The number of Local Governments that execute and return this Allocation Agreement satisfies the participation requirements for a State-Subdivision Agreement as specified in Exhibit O of the Global Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement.
 - B. The Local Government must release their claims against the Settling Distributors and agree to be bound by the terms of the Distributors Settlement by timely executing and returning the Participation Form. This form is attached hereto as Exhibit 2.

- C. Litigating Subdivisions must dismiss the Settling Distributors with prejudice from their lawsuits. The Litigating Subdivisions are listed on Exhibit B of the Distributors Settlement.
- D. The Local Government must execute and return the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 3. As specified in Paragraph 10.A of this Allocation Agreement, the Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only.

A Local Government that meets all of the conditions in this paragraph shall be deemed a “Participating Local Government.” Alternatively, if the requirements of Paragraphs 2(A), 2(B), and 2(C) of this Allocation Agreement are satisfied and this Allocation Agreement becomes effective, then all Local Governments that comply with Paragraph 3(B) of this Allocation Agreement shall be deemed a “Participating Local Government.”

- 4. This Allocation Agreement applies to the Washington Abatement Amount as defined in Section IV.A of the Distributors Settlement. The maximum possible Washington Abatement Amount for the Distributors Settlement is \$430,249,769.02. As specified in the Global Settlement, the Washington Abatement Amount varies dependent on the percentage of Primary Subdivisions that choose to become Participating Local Governments and whether there are any Later Litigating Subdivisions as defined in Section I.EE of the Global Settlement.
- 5. This Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement. After satisfying its obligations to its outside counsel for attorneys’ fees and costs, the State estimates that it will receive approximately \$46 million for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement. The State shall utilize any and all amounts it receives for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement to provide statewide programs and services for Opioid Remediation as defined in Section I.SS of the Global Settlement.
- 6. While this Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement, Section V.B.2 of the Distributors Settlement estimates that the Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions’ attorneys for fees and costs. The actual amount may be greater or less. This Allocation Agreement and the MOU are a State Back-Stop Agreement. The total contingent fees an attorney receives from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement, the MOU, and this Allocation Agreement combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel

on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government’s attorneys’ fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions’ attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington (“State Share”).
 - B. Fifty percent (50%) to the Participating Local Governments (“LG Share”).
10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. The MOU is amended to add new Section E.6, which provides as follows:

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only. If a Local Governments executes the MOU for purposes of this Allocation Agreement only, then the MOU will only bind such Local Government and be effective with respect to this Allocation Agreement and the Distributors Settlement, and not any other Settlement as that term is defined in Section A.14 of the MOU. To execute the MOU for purposes of this Allocation Agreement only, the Local Government may either (a) check the applicable box on its signature page of this Allocation Agreement that is returned or (b) add language below its signature lines in the MOU that is returned indicating that the Local Government is executing or has

executed the MOU only for purposes of the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.

- B. Exhibit A of the MOU is replaced by Exhibit E of the Global Settlement, which is attached as Exhibit 4 to this Agreement.
- C. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Local Governments that filed suit against one or more of the Settling Defendants prior to May 3, 2022. The Litigating Local Governments are listed on Exhibit B of the Distributors Settlement, and are referred to as Litigating Subdivisions in the Distributors Settlement.
- D. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Global Settlement.
- E. The definition of “Settlement” in Section A.14 of the MOU shall mean the Distributors Settlement.
- F. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Distributors Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the suspension.”

- G. Consistent with how attorney fee funds for outside counsel for Participating Local Subdivisions are being administered in most states across the country, the Government Fee Fund (“GFF”) set forth in the

MOU shall be overseen by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)). The Fee Panel will preside over allocation and disbursement of attorney's fees in a manner consistent with the *Motion to Appoint the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements* and the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- H. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Distributors as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Fee Panel.
- I. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Non-Litigating Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Non-Litigating Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- J. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with the Distributors Settlement and Exhibit R of the Global Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Section II.C of Exhibit R of the Global Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

- K. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - L. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys for fees and costs referred to in Paragraph 6 of this Allocation Agreement and Section V.B.2 Distributors Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.K of this Allocation Agreement apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - M. To the extent there are any excess funds in the GFF, the Fee Panel and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 12. In connection with the execution and administration of this Allocation Agreement, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *eq seq.*
 - 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement as well as the receipt and expenditure of the funds from the Distributors Settlement for no less than five (5) years.
 - 14. If any party to this Allocation Agreement believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Distributors Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation Agreement.

16. Upon request by the Settling Distributors, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Distributors Settlement and the Global Settlement.
17. Venue for any legal action related to this Allocation Agreement (separate and apart from the MOU, the Distributors Settlement, or the Global Settlement) shall be in King County, Washington.
18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: City of Lake Stevens

Authorized signature: _____

Name: Brett Gailey

Title: Mayor

Date: August 24, 2022

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON
SETTLEMENT AGREEMENT

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DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement (“*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, “*Settling Distributors*”).

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) (“*Global Settlement*”), which (including its exhibits) is incorporated into this Agreement as Exhibit H.¹ By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement (“*Enforcement Committee Agreement*”), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

¹ The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions.* If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G (“*Washington Consent Judgment*”) with the King County Superior Court (“*Washington Consent Judgment Court*”) on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

(“*Washington Effective Date*”). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is \$430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

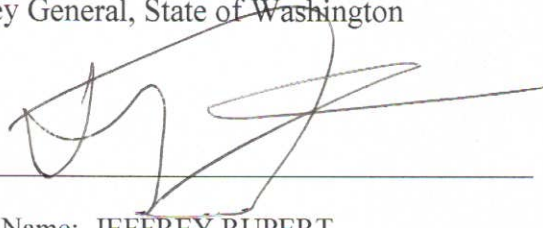
Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: 

Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION

A handwritten signature in black ink, appearing to read 'Elizabeth Campbell', is positioned above a horizontal line.

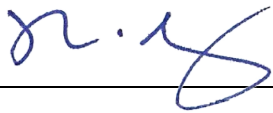
By: _____

Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Saralisa C. Brav

Title: Corporate Secretary

Exhibit A
Primary Subdivisions²

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

² Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

MCKESSON CORPORATION,
CARDINAL HEALTH INC., and
AMERISOURCEBERGEN DRUG
CORPORATION,

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND
DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the “*Settling Distributors*,” and each a “*Settling Distributor*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the “*Washington Agreement*”), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “*Global Agreement*”), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the “*Agreements*”) unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The “Definitions” set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a “Settling State” within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

- a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
- b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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Attorney General

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DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

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DATED ____ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H Distributor Global Settlement Agreement

This document is not attached due to its size. The document can be found here: <https://agportal-s3bucket.s3.amazonaws.com/DistributorsSettlement/National%20Distributor%20Settlement.pdf>

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit F of the Distributors Settlement)

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT 4
Non-Exhaustive List of Expenditures that Qualify as Opioid Remediation
(Exhibit E of the Global Settlement)

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTT”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this 24th day of August, 2022 by:

Name & Title Brett Gailey, Mayor

On behalf of City of Lake Stevens

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

September 6, 2022 - 6:00 PM

TWO WAYS TO PARTICIPATE:

In Person at The Mill, Sawyers Room, 1808 Main Street, Lake Stevens OR

Join Zoom Meeting: ****

or call in at (253) 215-8782 Meeting ID ***

1. Call to Order

2. Discussion Items

A. 2023 Budget Discussions

Barb Stevens

B. Capital Facilities Plan - First Review (Tentative)

Aaron
Halverson, Russ
Wright

C. Storage Facilities

Russ Wright

D. Retail Strategies Report

Russ Wright

3. Adjourn

THE PUBLIC IS INVITED TO ATTEND

Special Needs: The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.