Overview

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

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

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

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

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

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Solid Waste Interlocal Agreement between King County and Cities



Background/History

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

SCA Principles: Environmental Liability

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

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

Key Improvements Over Current ILA

- Extends the ILA 12.5 years, through December 2040, allowing long-term financing to keep rates lower and providing long-term stability
- Updates liability section guided by principles from Sound Cities Association (SCA) to protect City and County general funds from long-term liability
- Expands City role in System planning
- Adds new mitigation section guided by principles from SCA
- · Adds new dispute resolution section
- Updated to be consistent with current conditions and laws



Key Improvements Over Current ILA: Environmental Liability

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

Key Improvements Over Current ILA: Governance

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

6

The Transfer System

- ILA recognizes the need for transfer system improvements
- Extension of the ILA will facilitate long-term financing of those improvements while mitigating rate impacts longer-term bonds will keep rates lower
- · Recognizes that the Plan can be modified

Benefits of New ILA

- Parties to the revised ILA will benefit from longer term bonds and estimated rate savings of \$7 to \$9 per ton on debt
- System-wide savings of about \$4 million in the 2013/14 rate period and over \$8 million per year by 2019
- Provides long-term protection for City and County general funds from environmental liability
- Expanded City role in system planning, including financial policies and long-term disposal options — ILA allows for full range of future disposal options to be considered through Comprehensive Plan process
- · City mitigation for transfer facilities
- Long-term stability in planning and financing of solid waste system for residents and businesses

Next Steps

- County requests a non-binding statement of interest in signing the new ILA by January 31, 2013
- In order to have sufficient time to develop, in collaboration with MSWAC, financial policies that will affect the next rate study, the County needs each City to act on the ILA by April 30, 2013

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- Accountability
- Transparency

- Durability: address long-term needs
- Simplicity

Contract Term	ILA is extended 12.5 years, through December 2040. As of June 2012, there would be 28.5 years remaining on the contract. 20 to 28 years, depending on when each series of bonds to finance the transfer station projects is issued.				
Bond Term How long could the financing term be for bonds funding the Transfer Station improvement plan?					
Disposal Fees (tonnage rates)	Significantly lower cost per ton is possible as compared to the "no extension" option. The longer the term, the higher the total price paid for the improvements (more interest paid).				
Negotiated ILA Extension	An ILA extension is likely to be necessary at some point during the term of the amended ILA in order to accommodate a cost-effective long-term disposal solution after Cedar Hills closes.				
	The ILA will include language describing the parties' intent to enter into negotiation to extend the ILA before Cedar Hills closes, but after such time as the region has made a decision on the long-term disposal option; that decision will require amending the Comprehensive Solid Waste Management Plan (CSWMP). The partie could choose to begin the negotiations before ratification of the CSWMP amendment is complete.				
Order attribute (Organical et al. 1975) De la calletta Communication (Communication et al. 1975)	The amended ILA cannot compel either party to agree to a future extension of the term.				
If Cedar Hills closes on schedule (2025), what happens if the ILA is not extended again?	The County would have to provide disposal at another location for 15 years (2025 through 2040). The City will continue to be part of the County system during that time. This is a relatively short time period and as a result the assumption is that costs would likely be considerably more expensive than disposal at Cedar Hills.				
Early Termination Will cities have the ability to terminate the ILA early?	No. If a city has the ability to terminate the ILA early, the County will, in exchange, need to be able to recoup from that city, at a minimum, all the debt service costs associated with the terminating city's share of the transfer station system upgrades				
	Not included because the cost of prepaying debt service for a city's share of transfe station system improvements is likely to be so expensive that no city would choose				

ane sa en el post asanti	to exercise this option. It would imply the city would prepay for a 50-year asset after a few years, and, the terminating city would not be assured of having access to the system assets after leaving. Non-extending cities would be in a different customer class than extending cities. Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7-\$9 per ton higher than for cities extending the ILA.				
What if some cities don't agree to extend the ILA?					
Part 2: Governance	Fig. of Bune 2015, therefored by 28.5 years remaining				
Cities Advisory Committee	The Cities advisory committee (MSWMAC) is memorialized within the ILA as the Metropolitan Solid Waste Advisory Committee (MSWAC). Its structure and operations are no longer controlled by County Code. It has the same composition, same rules as today:				
	 Each city may appoint a delegate and alternates to MSWAC. MSWAC retains its existing responsibilities. MSWAC will elect a chair and vice-chair, and adopt its own bylaws. 				
	 MSWAC will be staffed by the County. MSWAC remains an advisory body. It will coordinate with the Solid Waste Advisory Committee (SWAC) and provide advice to SWAC as it deems appropriate. MSWAC will also provide recommendations to the County Executive, County Council, and other entities. The County agrees to consider and respond on a timely basis to questions and issues from MSWAC, including but not limited to development of efficient and accountable billing practices. 				
Regional Policy Committee (RPC)	The role of the RPC is not affected by the amended and restated ILA. The RPC will retain its current charter role in acting on Comprehensive Solid Waste Managemer Plan (CSWMP) amendments and financial policies. Its existing responsibilities as the Solid Waste Interlocal Forum will continue through the end of the current ILA in June 2028. After 2028 those responsibilities will go to the RPC.				
Part 3: Comprehensive	Solid Waste Management Plan				
Process The CSWMP is reviewed and amended as needed. Several years before the Cedar Hills Landfill closes, the CSWMP will be amended to include language defining the regional disposal option.	The ILA will confirm current practice that the County Council acts to approve the CSWMP subject to ratification, in the same way that Countywide Planning Policies are now first approved by the County and then subject to ratification. The County will act after seeking input from MSWAC, among others. Once the County action is effective, the ratification period would run for 120 days.				

Ratification Requirement The current ILA requires that jurisdictions representing 75% of the contract city population must approve CSWMP changes. The 75% is determined based on those cities taking a position.	The negotiating team considered modifying the ratification requirement. Because of the difficulties of administering two different ratification processes if some cities extend and others do not, the current process was left unchanged. It has been used several times over the term of the agreement without significant problems.				
Part 4: Other Issues	i ger i deglete i die gelie editue i i i 1990. Especie i francti cultura primo i i dina Dappa ettari pi titti ajaj i altertina da graco nomi sudomo				
Parties Obligations to Communicate	The parties will endeavor to notify each other in the event of the development of any plan, contract, dispute, use of environmental liability funds or other solid waste issue that could have potential significant impacts on the City and/or Cities, the County and/or the regional solid waste system.				
Emergency Planning	The County and the cities will coordinate on the development of emergency plans related to solid waste, including but not limited to debris management. The ILA will include a provision confirming that grants to cities in support of programs that benefit the Solid Waste system are a permissible use of system revenues.				
Grants					
Mitigation	 The ILA will acknowledge that solid waste facilities are regional facilities and host cities and neighboring cities may sustain impacts for which there are three types of mitigation: When new facilities are sited, or existing facilities are reconstructed, mitigation will be determined with advance input from host communities and neighboring cities, and per state law. The County will collaborate with potential host cities and neighboring cities in advance of both the environmental review and permitting processes, including seeking advance input from such cities as to potential impacts that should be addressed in scoping of environmental studies/documents, or in developing permit applications. With respect to existing facilities, the County will continue the full range of operational mitigation activities required under law (odor and noise control, maintenance, litter cleanup, etc.). The ILA will recognize the rights of cities to charge the County for direct impact from operations consistent with State law (RCW 36.58.080). Cities that believe they are entitled to such mitigation may request the County undertake technical studies to determine the extent of such impacts; the County will undertake analysis it determines is reasonable and appropriate. The costs of such studies will be System costs. Dispute resolution would occur per the state statute provision, rather than the ILA dispute resolution provisions. Cities retain their full regulatory authority with respect to design, construction or operation of facilities within their jurisdiction. 				

ILA Term Sheet

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

cities will be notified of disputes at each step, and may join the dispute if they so choose. Costs of mediation will be split, with the cities (all those participating in the

matter) paying half of the costs and the County paying half of the costs.

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

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Solid Waste Governance

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

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

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

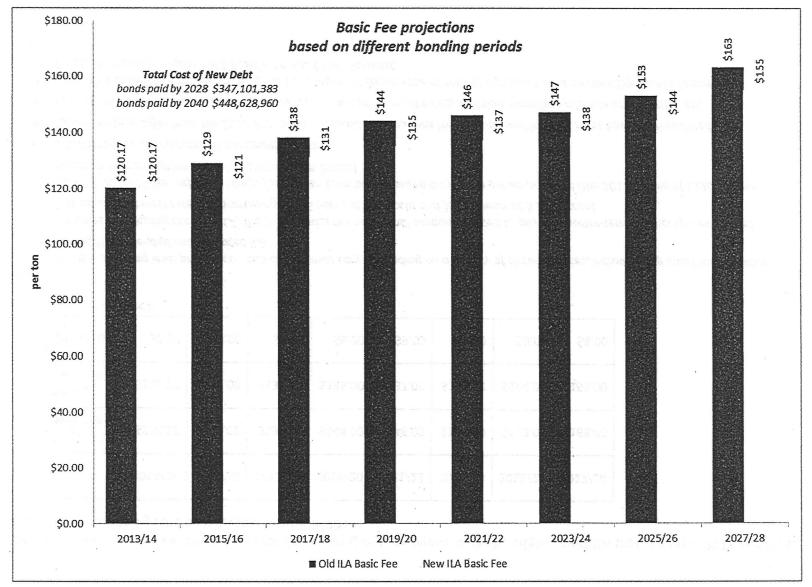
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	2013/14	2015/16	2017/18	2019/20	2021/22	2023/24	2025/26	2027/28
Original ILA Basic Fee	\$120.17	\$129.00	\$138.00	\$144.00	\$146.00	\$147.00	\$153.00	\$163.00
New ILA Basic Fee	\$120.17	\$121.00	\$131.00	\$135.00	\$137.00	\$138.00	\$144.00	\$155.00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

See chart on page 2.

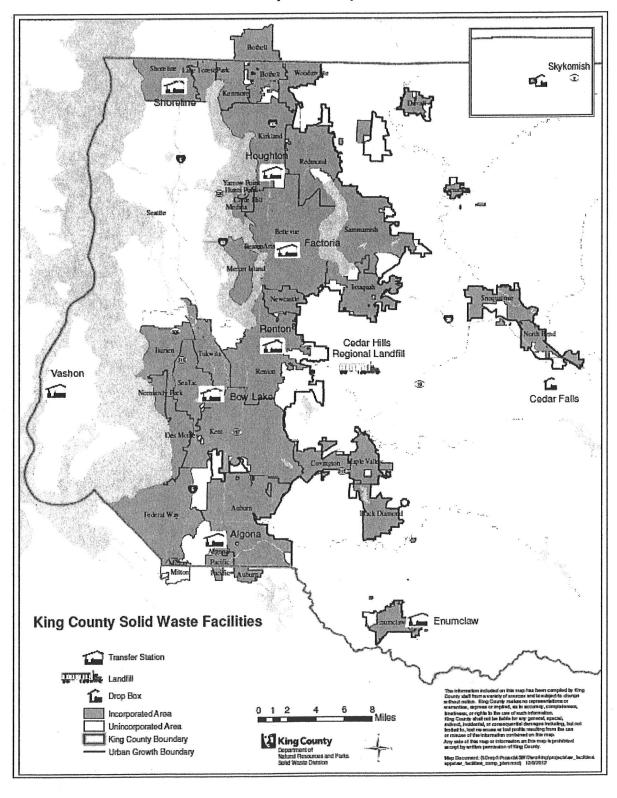
Notes:

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

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



System Map



Frequently Asked Questions

- 1. What is the timeframe for Cities to adopt the new ILA? By mid-2014 the Solid Waste Division will propose rates for the 2015/16 rate period. Financial policies developed in collaboration with the Metropolitan Solid Waste Advisory Committee will inform the rate study. To allow sufficient time to develop those policies and complete the rate study, the County needs each City to act on the ILA by April 30, 2013.
- 2. What is the purpose of the non-binding statement of interest? The County is asking each City to provide a non-binding statement of interest that indicates likely participation in the new ILA by January 31, 2013. This information will be helpful to the County as it moves forward with a variety of planning efforts, including updating the Draft Comprehensive Solid Waste Management Plan.
- 3. What are the capital project financing needs in 2013 and 2014? Presently, the division has \$75 million in Bond Anticipation Notes (BANs) that will expire on February 28, 2012. Those BANs will be converted to long-term bonds. Later in 2013, an additional \$13 million will be required for anticipated capital project expenditures. In 2014, it is anticipated that \$35 million will be needed.
- 4. How does City participation in the new ILA affect capital project financing? Financing for transfer system capital improvements will be primarily by long-term bonds. Ensuring adequate revenue to repay the bonds is critical and that revenue is directly dependent on City participation in the system. If enough cities sign the extended ILA, the County will issue bonds of 20 years or longer (out to 2040), which will mean lower per ton fees. Conversely, if cities do not choose to extend the ILA, bonds will only be issued out to 2028, which will increase rates. A mix of longer and shorter bonds may be possible if some cities extend the ILA and others do not.
- 5. What are the implications for a City that chooses not to sign the new ILA?

 Cities that choose to remain with the original ILA that expires in 2028 will pay rates that include the additional amount needed to pay for the shorter bonds. The additional amount will be in the range of \$7 to \$9 per ton. Cities that choose to remain with the original ILA will also not receive the benefits of the new ILA, including those related to potential environmental liability.
- 6. How long do cities have to adopt the new ILA? In order to move forward with development of financial policies that will inform the 2015/16 rate period and other planning efforts, the County needs each City by April 30, 2013 to decide whether to sign the new ILA.
- 7. How would insurance coverage and liability reserves be established? The insurance coverage and liability reserves provided for under the new ILA would be established based on what is commercially available and determined appropriate in consultation with the Metropolitan Solid Waste Advisory Committee (MSWAC - note that the name of this committee changes in the new ILA from the Metropolitan Solid Waste Management Advisory Committee or MSWMAC).

Frequently Asked Questions

- 8. Does this ILA lock Cities into the current Transfer System Plan?
 No. In the new ILA the County commits to provide facilities and services pursuant to adopted plans. The ILA also acknowledges that plans for transfer station improvements may be modified.
- 9. How does the ILA relate to the comprehensive solid waste management plan? The ILA provides a framework for Cities and the County to work collaboratively to maintain and update the comprehensive solid waste management plan and for adoption of the plan. Specific policies, plans, and strategies are not included in the ILA.
- 10. What about disposal after Cedar Hills closes?
 The ILA provides a framework for Cities and the County to plan for disposal post-Cedar Hills. At least seven years before the date that the landfill is projected to close, the County will seek advice and input from MSWAC and others on disposal alternatives.
- 11. Does the new ILA address Cedar Hills landfill rent?
 The ILA establishes a clear process for rent for Cedar Hills, limiting when rental payments can be changed, requiring a certified appraisal process be followed, and seeking review and comment from the Cities. It clearly states that the solid waste system shall not pay rent to the general fund for use of other county properties for transfer stations.
- 12. What if my City has more questions about this new ILA?

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