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City Clerk
City of Puyallup
333 South Meridian
Puyallup, WA 98371

info@puyallupwa.gov

Document Title: Stormwater Management & BMP Facilities Agreement**Grantee:** City of Puyallup, a Washington municipal corporation**Grantor:** Puyallup School District No. 3, a Washington municipal corporation**Abbreviated Legal Description:** PTN Revised Parcel A City of Puyallup BLA
202305185001 and PTN Lot 1 Costco Lot Combination Rec. No. 200006075005**Complete Legal Description on Page 6 of this Document****Assessor's Tax Parcel or Account Numbers:** PTN 0419043122 and PTN 0419043114**Reference Number of Related Document(s):** NA

Stormwater Management & BMP Facilities Agreement

- A. **Parties.** The parties to this agreement are Grantee City of Puyallup, a Washington State municipal corporation (City), and Grantor landowner Puyallup School District No. 3, a Washington State municipal corporation (Landowner).
- B. **Property.** Landowner is the owner of certain real property (Property), which is legally described in this document and is located at the following address: 1501 39th Ave. SW, Puyallup, WA 98373.
- C. **Development Plan & Stormwater Facilities.** The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as, Puyallup School District South Hill Support Campus Expansion Phase I, provides for detention, retention, treatment or management of stormwater that is associated with the Property through the use of identified stormwater facilities or best management practices (collectively, Stormwater Facilities). Upon approval of the Plan by the City, the Plan shall be incorporated herein by this reference. In accordance with the Plan, Landowner shall adequately construct, operate, use, maintain and repair the Stormwater Facilities.


D. Agreement. On the terms and conditions set forth herein, the City and Landowner agree as follows:

1. The Stormwater Facilities shall be constructed, operated, used, maintained and repaired by Landowner in accordance with the requirements of the Plan, and any other applicable law or regulation.
2. Landowner (which expressly includes its agents, successors and assigns) shall adequately and properly operate, use, maintain and repair the Stormwater Facilities as described in the maintenance and operations manual, which is on file with the City, and may be attached and recorded herewith as Exhibit A. This duty extends to all associated pipes and channels, as well as all structures, improvements, and vegetation that are provided to control the quantity and quality of the stormwater. Adequate maintenance shall mean maintenance that is sufficient to keep the Stormwater Facilities in good working order and operating so as to satisfy the design and performance standards of the Plan.
3. Landowner shall regularly inspect the Stormwater Facilities and shall submit an inspection report to the City at least once a year on a date prescribed by the City. The purpose of the inspection(s) is to ensure that the Stormwater Facilities are safe and functioning properly. The scope of the inspection shall include the entire Stormwater Facilities, including but not limited to, berms, outlet structures, pond areas, access roads, and so forth. Deficiencies and any performance or other related issues shall be noted by Landowner in the inspection report. The annual report shall be in a form and include content as prescribed from time to time by the City. An example copy of the report form may be attached hereto as Exhibit B.
4. Landowner hereby grants permission to the City to enter upon the Property to inspect the Stormwater Facilities. Except in case of emergency, the City shall provide Landowner with at least forty-eight (48) hours written notice prior to entering on to the Property. Landowner shall be entitled to have a representative accompany the City during such inspection. The City shall provide Landowner with copies of written inspection reports.
5. If Landowner fails to adequately and properly operate, use, maintain or repair the Stormwater Facilities, the City shall notify Landowner in writing and provide Landowner with a reasonable opportunity to cure. If Landowner fails to timely cure, then the City may enter upon the Property and remedy the issue(s) identified in the notice and those reasonably related thereto; Furthermore, if the City performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like while remedying the identified issues, the City may charge the cost of the remedy to Landowner, and Landowner shall promptly pay the costs to the City. Notwithstanding the foregoing, the City shall be under no obligation to inspect, maintain or repair the Stormwater Facilities.
6. Landowner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations, performed by Landowner, or on Landowner's behalf, that relate to the Stormwater Facilities and the subject matter of this agreement, except for injuries and damages caused by the negligence of the City.

- E. Covenant.** The terms and provisions of this agreement constitute a covenant, which is subject to the following: This covenant is an equitable covenant. It touches and concerns the land that is described as the Property herein. The parties intend that this covenant shall bind the parties' successor and assigns. This covenant shall run with the land that is described as the Property herein, and shall bind whoever has possession of the land, in whole or in part, without regard to whether the possessor has title, or has succeeded to the same estate that granting parties have or had. Possessors shall include, but are not limited to, leasehold tenants, contract purchasers, subtenants, and adverse possessors. This covenant shall run with the land even in the absence of the transfer of some interest in land, other than the covenant itself, between Landowner and the City. This covenant shall not be governed by the mutuality rule. The burden of the covenant can run independently from the benefit of the covenant, and the benefit need not run. The benefit may be in gross or personal to Landowner or the City. Landowner waives its right to assert any defenses to the enforcement of this covenant, including, but not limited to, the change of neighborhood doctrine, laches, estoppel, balancing of hardships, and abandonment. If Landowner breaches any term of this covenant and agreement, then all remedies in equity and at law, including, but not limited to, injunctions, mandamus, declaratory judgments, and damages, shall be available to the City.
- F. Governing Law & Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

<signature page to follow>

PUYALLUP SCHOOL DISTRICT NO. 3

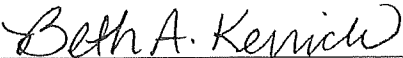

Signature

Richard Lasso, Administrative Designee to the
Board of Directors of Puyallup School District No. 3

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this 16th day of June, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard Lasso, to me, known to be the Administrative Designee to the Board of Directors of Puyallup School District No. 3, a Washington municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

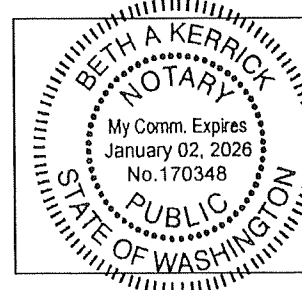
Witness under my hand and official seal this 16 day of ^{BU} June 2025.


Signature

Beth A. Kerrick
Type or Print Notary Name
Notary Public in and for the State of Washington, residing at

Puyallup, WA

1/2/2026
My commission expires



Use this space for Notary
Stamp Seal

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Dated: 6/20/2025

City of Puyallup

BY: Signed by: Kenneth Cook
202506230135

Accepted by:
Kenneth Cook
Development Engineering Manager

City of Puyallup

Dated: 6/16/2025

BY: DocuSigned by: Joseph N. Beck
202506230135

Approved as to form:
Joseph N. Beck
City Attorney

LEGAL DESCRIPTION
PUYALLUP SCHOOL DISTRICT
SOUTH HILL SUPPORT CAMPUS EXPANSION PHASE 1 PROJECT

A PORTION OF REVISED PARCEL A OF CITY OF PUYALLUP BOUNDARY LINE ADJUSTMENT NUMBER PLBDJ20220100, RECORDED ON MAY 18, 2023, UNDER RECORDING NO. 202305185001;

TOGETHER WITH A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 1 OF LOT COMBINATION AS RECORDED UNDER AUDITOR'S FILE NUMBER 200006075005, RECORDS OF PIERCE COUNTY, WASHINGTON, LOCATED WITHIN THE S.W. ¼ OF THE S.W. ¼ OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID LOT COMBINATION, ALSO BEING THE NORTHEAST CORNER OF REVISED PARCEL A OF CITY OF PUYALLUP BOUNDARY LINE ADJUSTMENT AS RECORDED UNDER AUDITOR'S FILE NUMBER 202305185001;

THENCE NORTH 80°46'03" WEST, ALONG THE LINE COMMON TO SAID LOTS 1 AND 2, ALSO BEING THE NORTH LINE SAID REVISED PARCEL A, 472.45 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;

THENCE NORTH 05°41'44" EAST 56.53 FEET TO THE TERMINUS OF THIS LINE DESCRIPTION;

THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED TO INTERSECT THE LINE COMMON TO SAID LOTS 1 AND 2, AND A LINE PERPENDICULAR TO THE DESCRIBED CENTERLINE AT ITS TERMINUS.

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Exhibit A

Puyallup School District South Hill Support Campus Expansion Phase 1 Operation and Maintenance Manual

The Puyallup School District (PSD) South Hill Support Campus Expansion Phase 1 development project consists of installing stormwater trunkline on Tax Parcel No. 0419043122 to convey future site overflow runoff to an existing stormwater infiltration pond located on Tax Parcel No. 0419043114 as authorized under the Amended and Restated Overflow Stormwater Easement Agreement recorded under Pierce County Recording No. 202501270266. Installation includes multiple stormwater manholes and a pipe conveyance system. Disturbed soils were amended per BMP T5.13 Post Construction Soil Quality and Depth.

This document provides guidelines for the operation and maintenance of the stormwater management facilities at the PSD South Hill Support Campus Expansion Phase 1 site. Much of this O&M Manual is adapted from the Puget Sound Partnership's *Low Impact Development Technical Guidance Manual for Puget Sound, December 2012* (LID Manual) and the Department of Ecology's 2019 *Stormwater Management Manual for Western Washington* (DOE Manual).

Catch Basins/Manholes

Operation and Maintenance

Catch basins and manholes require periodic maintenance including:

- Clearing trash or debris accumulated on cover to prevent blockage.
- Clearing accumulated trash, debris, excessive vegetation and sediment from inlet/outlet pipes and catch basin sump.
- Repairing fractures, settlement, or misalignment of catch basin to ensure proper functions and prevent safety problems.

See Appendix A for catch basins maintenance standards, procedures, and tracking log.

Inspection

Catch Basins should be inspected and cleaned annually. Catch basins should be cleaned when trash or debris in basin exceeds 60 percent of the sump depth measured from bottom of basin to invert of lowest pipe. Inspections should include both the grate opening and the catch basin structure, including sump and any inlet and outlet pipes. Inspect, clean and record the following findings in the log attached:

- Work upstream to downstream.
- Clean sediment and trash off the grate.
- Visually inspect outside of grate.
- Remove the grate and visually inspect the inside of catch basin to determine cleaning needs.
- Inspect catch basin for structural integrity.

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APPENDIX A

Log Sheet

Use copies of this log sheet to keep track of when maintenance checks occur and what items, if any, are repaired or altered. The completed sheets will serve as a record of past maintenance activities and will provide valuable information on how your facilities are operating. This information will be useful for future requirements regarding the types of facilities that are installed. It helps to keep all log sheets in a designated area so that others can easily access them.

Date Checked: / /

Checked By:

Name: _____

Position: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: () _____

<i>Part of Facility Checked</i>	<i>Observations (List things that should be done)</i>	<i>Follow-up Actions Taken</i>	<i>Date Action Taken</i>

Maintenance Instructions

#5 – Catch Basins

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	"Dump no pollutants" (or similar) stencil or stamp not visible	Stencil or stamp should be visible and easily read.	Warning signs (e.g., "Dump No Waste-Drains to Stream" or "Only rain down the drain"/ "Puget Sound starts here") painted or embossed on or adjacent to all storm drain inlets.
General	Trash and Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inlet capacity by more than 10 percent.	No trash or debris located immediately in front of catch basin or on grate opening.
General	Trash and Debris	Trash or debris (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
General	Trash and Debris	Trash or debris in any inlet or outlet pipe blocking more than one-third of its height.	Inlet and outlet pipes free of trash or debris.
General	Trash and Debris	Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
General	Sediment	Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin.
General	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than one-fourth inch.	No holes and cracks in the top slab allowing material to run into the basin.
General	Structure Damage to Frame and/or Top Slab	Frame not sitting flush on top slab, i.e., separation of more than three-fourth inch of the frame from the top slab. Frame not securely attached.	Frame is sitting flush on the riser rings or top slab and firmly attached.
General	Fractures or Cracks in Basin Walls/ Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.

Maintenance Instructions

#5 – Catch Basins

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Fractures or Cracks in Basin Walls/ Bottom	Grout fillet has separated or cracked wider than one-half-inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	Pipe is regouted and secure at basin wall.
General	Settlement/ Misalignment	If failure of basin has created a safety, function, or design problem.	Basin replaced or repaired to design standards.
General	Vegetation	Vegetation growing across and blocking more than 10 percent of the basin opening.	No vegetation blocking opening to basin.
General	Vegetation	Vegetation growing in inlet/outlet pipe joints that is more than 6 inches tall and less than 6 inches apart.	No vegetation or root growth present.
General	Contamination and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.	No contaminants or pollutants present. <i>(Coordinate removal/cleanup with Pierce County Surface Water Management 253-798-2725 and/or Dept. of Ecology Spill Response 800-424-8802.)</i>
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is in place and secured.
Catch Basin Cover	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than one-half-inch of thread.	Mechanism opens with proper tools.
Catch Basin Cover	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Grates	Grate Opening Unsafe	Grate with opening wider than seven-eighths of an inch.	Grate opening meets design standards.
Grates	Trash and Debris	Trash and debris that is blocking more than 20 percent of grate surface inletting capacity.	Grate free of trash and debris.
Grates	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

If you are unsure whether a problem exists, contact a professional engineer.

Maintenance Instructions

#19 – Fencing/Shrubby Screen/Other Landscaping

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Missing or Broken Parts/Dead Shrubby	Any defect in the fence or screen that permits easy entry to a facility.	Fence is mended or shrubs replaced to form a solid barrier to entry.
General	Erosion	Erosion has resulted in an opening under a fence that allows entry by people or pets.	Soil under fence replaced so that no opening exceeds 4 inches in height.
General	Unruly Vegetation	Shrubby is growing out of control or is infested with weeds. Any evidence of noxious weeds as defined in the Pierce County Noxious Weeds List .	Shrubby is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
Fences	Damaged Parts	Posts out of plumb more than 6 inches.	Posts plumb to within 1.5 inches of plumb.
Fences	Damaged Parts	Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
Fences	Damaged Parts	Any part of fence (including posts, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
Fences	Damaged Parts	Missing or loose tension wire.	Tension wire in place and holding fabric.
Fences	Damaged Parts	Missing or loose barbed wire that is sagging more than 2.5 inches between posts.	Barbed wire in place with less than 0.75 inch sag between posts.
Fences	Damaged Parts	Extension arm missing, broken, or bent out of shape more than 1.5 inches.	Extension arm in place with no bends larger than 0.75 inch.
Fences	Deteriorated Paint or Protective Coating	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
Fences	Openings in Fabric	Openings in fabric are such that an 8-inch diameter ball could fit through.	No openings in fabric.

Maintenance Instructions

#20 – Grounds (Landscaping)

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Weeds (non-poisonous)	Weeds growing in more than 20 percent of the landscaped area (trees and shrubs only). Any evidence of noxious weeds as defined in the <u>Pierce County Noxious Weeds List</u> .	Weeds present in less than 5 percent of the landscaped area.
General	Insect Hazard	Any presence of poison ivy or other poisonous vegetation or insect nests.	No poisonous vegetation or insect nests present in landscaped area.
General	Trash or Litter	See Detention Ponds (Checklist #1).	See Detention Ponds (Checklist #1).
General	Erosion of Ground Surface	Noticeable rills are seen in landscaped areas.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
Trees and shrubs	Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25 percent of the total foliage of the tree or shrub.	Trim trees/shrubs to restore shape. Replace trees/shrubs with severe damage.
Trees and shrubs	Damage	Trees or shrubs that have been blown down or knocked over.	Tree replanted, inspected for injury to stem or roots. Replace if severely damaged.
Trees and shrubs	Damage	Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Stakes and rubber-coated ties placed around young trees/shrubs for support.

Maintenance Instructions

#22 – Conveyance Systems (Pipes and Ditches)

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Pipes	Sediment & Debris	Accumulated sediment that exceeds 20 percent of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
Pipes	Vegetation	Vegetation that reduces free movement of water through pipes.	Vegetation does not impede free movement of water through pipes. <i>Prohibit use of sand and sealant application and protect from construction runoff.</i>
Pipes	Damaged (Rusted, Bent or Crushed)	Protective coating is damaged: rust is causing more than 50 percent deterioration to any part of pipe.	Pipe repaired or replaced.
Pipes	Damaged (Rusted, Bent or Crushed)	Any dent that significantly impedes flow (i.e. decreases the cross section area of pipe by more than 20 percent).	Pipe repaired or replaced.
Pipes	Damaged (Rusted, Bent or Crushed)	Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
Open Ditches	Trash & Debris	Dumping of yard wastes such as grass clippings and branches. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	No trash or debris present. Trash and debris removed and disposed of as prescribed by the County.
Open Ditches	Sediment Buildup	Accumulated sediment that exceeds 20 percent of the design depth.	Ditch cleaned of all sediment and debris so that it matches design.
Open Ditches	Vegetation	Vegetation (e.g. weedy shrubs or saplings) that reduces free movements of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
Open Ditches	Erosion Damage to Slopes	Erosion damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	No erosion damage present. Slopes stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.
Open Ditches	Erosion Damage to Slopes	Any erosion observed on a compacted berm embankment.	<i>If erosion is occurring on compacted berms a professional engineer should be consulted to resolve source of erosion.</i>
Open Ditches	Rock Lining Out of Place or Missing (If Applicable)	Native soil is exposed beneath the rock lining.	Rocks replaced to design standards.

If you are unsure whether a problem exists, contact a professional engineer.

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Exhibit B

Annual Inspection Report
City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log

Facility Name

Address

Begin Date

End Date

Date	BMP ID#	BMP Facility Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken

Instructions:
Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the Annual Independent Inspectors' Report to the City, and start a new log at that time.

BMP ID# — Always use ID# from the Operation and Maintenance Manual.
Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection.
Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.
Exceptions noted — Note any condition that requires correction or indicates a need for maintenance.
Comments and actions taken — Describe any maintenance done and need for follow-up.

Return Form to: Stormwater Engineer / City of Puyallup
333 South Meridian
Puyallup, WA 98371

Annual Inspection Report
City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log

Facility Name _____

Date	BMP ID#	BMP Facility Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken

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To view the stormwater site plan pages, go to the City of Puyallup CityView permit portal using this web address:

<https://permits.puyallupwa.gov/Portal/Permit/GetFile/151869>